

IN THE CIRCUIT COURT OF MADISON COUNTY TENNESSEE
FOR THE TWENTY-SIXTH JUDICIAL DISTRICT AT JACKSON

NANCY PLUNK,

Plaintiff,

v.

SHELTER MUTUAL INSURANCE COMPANY,
JOHN PRICE, VCE, INC.,
and JASON PIRTLE

Defendants,

COMPLAINT FOR UMPIRE AND BREACH OF CONTRACT

Nancy Plunk ("Plaintiff"), by and through her counsel, and respectfully requests this Honorable Court to order the Defendants to comply with the mandatory process and appoint a competent and impartial Umpire as required in the Homeowners policy language; and does show the court as follows:

I. PARTIES AND VENUE

1. This Honorable court is authorized by mutual consent of the parties to select a competent and impartial umpire and order Defendant's to identify their appraiser pursuant to the policy language and pursuant to Tennessee Common and Statutory law.
2. Nancy Plunk, "Plaintiff" is the named insured and owner of the insured premises and dwelling located at 147 Old Bells Loop in Jackson, Tennessee 38305.
3. Shelter Mutual Insurance Company "Defendant" (NAIC Code # 23388), is a foreign corporation in the business of insurance in Tennessee with its principal offices located at 1817 W Broadway Columbia, MO 65218; and in exchange for Plaintiff's monthly

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GAIL MOONEY, CIRCUIT COURT CLERK
DEPUTY CLERK A.M.

3:52 PM

CASE NO. C-13-94

DIV II

premiums, subject to the policy terms, conditions, exclusions and endorsements, insured the premises under Policy No. 41-73-10179681-1; and may be served through the Tennessee Insurance Commissioner. Defendant is responsible for the actions of John Price, VCE, Inc., and Jason Pirtle, P.E., via operation of the doctrines of *respondent superior*, actual or apparent agency, employer-employee, or master –servant.

4. John Price is believed to be an adult resident citizen of Tennessee whose business address is 990 Elliston Way Thompsons Station, TN 37179, and Price may be served with process by any means authorized by Rule of the Tennessee Rules of Civil Procedure.

5. VCE, Inc., is a Tennessee corporation with its principal headquarters located at 2604 Foster Ave, Nashville, Tennessee 37214, and VCE, Inc. may be served with process by any means authorized by Rule of the Tennessee Rules of Civil Procedure.

6. Jason Pirtle, P.E. is believed to be an adult resident citizen of Tennessee whose business address is 2604 Foster Ave, Nashville, Davidson County Tennessee; and Pirtle may be served with process by any means authorized by Rule of the Tennessee Rules of Civil Procedure.

II. FACTS

7. Defendants issued ¹ Policy No. 41-73-10179681-1 to Plaintiff providing coverage for damages resulting from a wind occurrence, and that was in effect on, or about, May 26, 2022, and the date of loss stated and assigned Claim No. DW3228915; for which

¹ For purposes of judicial economy, only the Policy Declarations Page, Appraisal provision, and Appraisal Demand are attached as Collective Exhibits "1", to preclude the necessity for the Judge to "rifle through" a voluminous policy to locate the limited provisions relevant to these proceedings.

Defendants extended coverage and made certain payments to repair the damages. The "policy" is attached herewith in Collective Exhibits "1".

8. Defendants adjuster, John Price, inspected the damage in mid-June, which included extensive tree damage and subsequent tree and debris mitigation measures to remove trees from the dwelling, roof, other structures, fences, etc.,; and on June 30, 2022 he sent a letter and estimate (see Exhibit "2") stating an amount of loss materially different than Plaintiffs estimate (See Exhibit "3"), and even less than Plaintiffs incurred expenses for the mitigation work (See Exhibit "4").

9. After no substantive response from Price to reinspect the property, the contractor emailed Price on September 15, 2022 to advise the restoration work would begin in five days if re-inspection was not needed; and Price responded on September 20, 2022 via email (See Collective Exhibits "5"), requesting the contractor remove certain line items from an already detailed invoice (Exhibit "4"), stating some of the items weren't covered by the policy, and that he was assigning an engineer to determine if there was any structural damage that he missed.", knowing this was not See *Exhibit "4", Collective Exhibits "5" and "8".*

10. On September 28, 2022, Jason Pirtle, P.E. of VCE, Inc., met with Plaintiffs Public Adjuster at the insured property and was shown all the damages in the contractor's estimate to repair and provided the estimate and the photographic evidence of all damages and showing what the property looked like the day of, and after, the loss. See Exhibits "3", "8", and Collective Exhibits "5", but Pirtle states on pg 2 and 3 in Exhibit "8" that he was not provided any photos prior to the loss date or debris removal, but displays

them in the report and was emailed them on September 28, 2022. Exhibits "3", "4", "8", and Collective Exhibits "5"

11. Due to Defendants long-running failure to reinspect the property to confirm the repair estimate with the contractor or pay the mitigation invoice she had incurred, Plaintiff was forced to hire an appraiser and demand appraisal on October 1, 2022. See Collective Exhibits "1".

12. The policy appraisal provision provides that,

Appraisal

If you and we fail to agree on the market value, total restoration cost, modified cash value, or amount of loss, as may be required in the applicable policy provision, either party may make written demand for an appraisal. Each party will select an appraiser and notify the other of the appraiser's identity within **20 days** after the demand is received. The appraisers will select a competent and impartial umpire. If the appraisers are unable to agree upon an umpire within **15 days**, you or we can ask a judge of a court of record in the state where the residence premises is located to select an umpire. The appraisers shall then appraise the loss, stating separately the market value, total restoration cost, modified cash value, or amount of loss as may be required in the applicable policy provision. If the appraisers submit a written report of an agreement of the market value, total restoration cost, modified cash value, or amount of loss, as may be required in the applicable policy provision. If they cannot agree. they will submit their differences to the umpire. A written award by two will determine the market value, total restoration cost, modified cash value, or amount of loss. Each party will pay the appraiser it chooses, and equally pay expenses for the umpire and all other expenses of the appraisal. See Collective Exhibits "1".

12. Instead of naming an appraiser as mandated by the policy, adjuster Price sent a letter to Plaintiff and the Public Adjuster - nineteen days after the demand (October 19, 2022, See Exhibit "6") -- falsely stating that, *"In order to determine whether there is a dispute over any covered loss, we will need to investigate the additional claims set forth on the P&G Construction estimate. Thus, before we can move forward on your request for appraisal, we are asking for the following information which is needed to assist in our*

investigation; Price knew there were no *additional claims set forth in the estimate* nor were there any prerequisites in the contract exempting Defendants mandatory compliance with the appraisal demand; and his actions rendered the appraisal process illusory and of little benefit to Plaintiff, and thus violated her rights by causing the delay and denial of benefits rightfully owed under the policy (Collective Exhibits "1", "6", and "7").

13. In the same letter Price misrepresented coverage terms and benefits to an insured and insurance professional / practitioner related to a claim when he required Plaintiff to, "*..... confirm whether the P&G Construction estimate represents the claim that you are making to Shelter Insurance from the May 26, 2022 event*", to avoid compliance with the appraisal provision rendering it illusory and of little benefit to Plaintiff. Price knew there was, and is, only one estimate he had ever received from Plaintiff and that it had been in his possession since June 17, 2022; and his actions recklessly disregarded and withheld material facts that violated Plaintiffs rights under the policy causing the delay and denial of benefits owed under the policy (Collective Exhibits "1", "3", "5" and "6") .

14. In the same letter, Defendants adjuster John Price misrepresented coverage terms and benefits to an insured and insurance professional / practitioner related to a claim payment by stating – per bullet point -- that, "*William Griffin has contacted us on your behalf. Please let us know Mr. Griffin's role in this claim, if any.; Provide any contracts related to this claim, including but not limited to any contract with P&G Construction and/or William Griffin*"; Price knew he had been communicating with Mr. Griffin for several months when he made these requests; he knew these requests were not relevant to the claim. Nor were they a duty of the Plaintiffs that preceded, or exempted, Defendants strict compliance with the appraisal demand; and his actions violated Plaintiffs rights under the

policy by causing the delay and denial of benefits rightfully owed under the policy. (Collective Exhibits "1", "3", "6", "7", and "8")

15. In the same letter Adjuster Price misrepresented coverage terms and benefits to an insured and insurance professional / practitioner related to a claim payment by requiring that Plaintiff *"Provide any available photos of the damages you are claiming.; Provide any available receipts or invoices for charges that you incurred due to this loss; Once we have completed our investigation, we will let you know about our position on your demand for appraisal"*; Price knew these requests were not relevant to any investigation nor were they required of Plaintiff before his compliance with the appraisal demand, and that he was either already in possession of the information, or had no legal right to the information; and his actions violated Plaintiffs rights under the policy causing the delay and denial of benefits owed under the policy (Collective Exhibits "1", "3", "6", "7", and "8")

16. On October 10, 2022, VCE, Inc. and their engineer, Jason Pirtle, P.E., published and submitted a report containing numerous misrepresentations of material facts relating to the pending claim (Exhibit "8" on pg. 2) of the Conclusion section, that *"The limb strike damage to the Main home and the south shop is confined to the area of impact"*; knowing that actual trees had struck the home, the rear of the shop, and the fences that required extensive RCV repairs to the structures as shown in Plaintiffs estimate. See attached Exhibits "3", "4", "6", "7", and "9".

17. VCE, Inc. and their engineer, Jason Pirtle, P.E., published and submitted their report that made misrepresentations of material facts relating to the insurance claim to the insurer, insured, and an insurance professional; by stating in the report on pg. 2 in the Conclusion section that *"The limb strike damage to the Main home and the south shop is*

confined to the area of impact"; while knowing that wind caused several trees to strike the home, rear of the shop, and the fences, and causing the delay and denial of policy benefits Plaintiff was owed. See Exhibits 3", "4", "6", "7", and "9"

18. On December 21, 2022, Plaintiff submitted a Sworn Proof of Loss with supporting documentation and photographs for an amount of loss, resulting from the windstorm at approximately \$ 167,004.23 as shown in Exhibits "3", "4", "6", "7", and "9".

19. Plaintiff received first copy of the VCE, Inc. report on December 21, 2022, which states on pg 2 of Exhibit "8" that the purpose of the report authored by Jason Pirtle, P.E. was to *"determine the extents of damage caused by a limb strike to the main home' roof and the south shops north roof"*, and Pirtle further states on pg 3 of Exhibit "8" that he was not provided photos of the property prior to the loss or debris removal, which was not true as shown in Exhibits "3" and "8", which was solicited by Defendants and prepared by VCE, Inc. and Pirtle to support the wrongful non-payment, delay, and denial of policy benefits owed to the Plaintiff; they committed and abetted the infliction of further financial and legal harm upon Plaintiff knowing she did not have sufficient funds to make proper repairs to her property due to the concerted actions of Defendants, Price, VCE, Inc., and Pirtle in withholding information about the damage and presenting false information and misrepresentations of coverage terms to the insured and her insurance professional, and violating her rights to have a fair and just appraisal pursuant to the contract. See Exhibits 3", "4", "6", "7", and "9" "

20. Both parties are entitled to an expeditious appraisal, pursuant to the policy language, with two competent and impartial appraisers and a competent and impartial

umpire, as these three are essential to an effective and fair process to determine the correct amount of loss to the property. See Collective Exhibits "1".

III. COMPEL APPRAISAL AND APPOINT

UMPIRE QUALIFICATIONS

21. Although the policy does not outline the criteria to be used in the umpire selection process, "Generally accepted insurance principles dictate only that 'an umpire selected to arbitrate a loss should be disinterested, unprejudiced, honest, and competent. '" Brothers v. Generali Us. Branch, No. CIV.A.1:97-CV-798-MHS, 1997 WL 578681, at *3 (N.D. Ga. July 11, 1997) (quoting 6 Appleman, Insurance Law and Practice § 3928, at 554 (1972)). The umpire "should be impartial, honest, and competent, and should not live an unreasonable distance from the scene of the loss." Corpus Juris Secundum, Insurance § 1897 (2011) See, e.g. 6 Appleman, Insurance Law and Practice §3928, at 554 (1972); Corpus Juris Secundum, Insurance §1897

22. Plaintiff proposes the well-qualified individuals below who have no business or personal relationships with either party, and meet the criteria described herein.

- a) Scott Heidelberg: TN Certified PLAN Ump/Appr- CV
- b) Andy Fraraccio: Intrust Claims – CV
- c) Zach Baker: TN - The David Group - Certified Umpire – CV
- d) Mary Jo O'Neal: TN/IA.- Certified Appraiser / Umpire-CV
- e) Joe Harmon: TN – Restoration General Contractor Certified Umpire - CV
- f) David Hilsdon: Lic. Engineer, P.E. TN – CV

23. This Honorable Court is authorized by mutual consent of the parties', and pursuant to the policy language, to select an umpire and compel the appraisal process to proceed.

COUNT III. BREACH OF CONTRACT

24. The Plaintiff incorporates the foregoing allegations as if fully set forth herein.
25. Defendants materially breached the insurance agreement by refusing to comply with the mandatory appraisal provision they wrote into the contract of adhesion.
26. Defendants materially breached the insurance agreement by failing to pay the insureds claim within sixty days after receiving the insureds proof of loss.

COUNT IV. PUNITIVE DAMAGES

27. The Plaintiff incorporates the foregoing allegations as if fully set forth herein.
28. Defendants conduct was reckless, and in light of the foregoing allegations, entitles Plaintiff to an award of punitive damages

COUNT V. UNLAWFUL INSURANCE ACT(S)

Tenn. Code Ann. §56-53-103

29. The Plaintiff incorporates the foregoing allegations as if fully set forth herein.
30. Defendants adjuster John Price, who on information and belief, is a resident of the State of Tennessee, and whose business address is 990 Elliston Way Thompsons Station, Tennessee 37179, specifically misrepresented coverage terms and benefits to the insured and their insurance professional / practitioner relating to the pending claim and appraisal in a letter dated October 19, 2022, on pp. 2 in See Exhibit "6", by stating that, *"In order to determine whether there is a dispute over any covered loss, we will need to investigate the additional claims set forth on the P&G Construction estimate. Thus, before we can move forward on your request for appraisal, we are asking for the following information which is needed to assist in our investigation;* Price knew there was no such prerequisites or obligations required of Plaintiff exempting Defendants mandatory compliance with the appraisal demand; and that his actions violated the Unlawful

Insurance Act found at Tenn. Code Ann. §56-53-103(a)(1) by causing the delay and denial of benefits owed under the policy through his misrepresentations, and falsehoods. A copy of the letter is incorporated herein by reference and attached herewith as Exhibit "6". (See Collective Exhibits "1", "5", and "7")

31. In the same letter John Price misrepresented coverage terms and benefits to an insured and insurance professional / practitioner related to a claim payment by stating, in the same letter by requiring that Plaintiff, *"Please confirm whether the P&G Construction estimate represents the claim that you are making to Shelter Insurance from the May 26, 2022 event"*; Price knew the P&G estimate was the original, and only, estimate submitted to him by Plaintiff since the claim opened; and had been in his possession when he made these requests; having knowledge and belief that his actions violated the Unlawful Insurance Acts enumerated in Tenn. Code Ann. §56-53-103(a)(1), and violated Plaintiffs rights under the policy, causing the delay and denial of benefits owed to Plaintiff. A copy of the letter is incorporated herein by reference and attached herewith as Exhibit "6" and the falsity of the statement is shown in Collective Exhibits "1", "6", and "7".

32. In the same letter Price misrepresented coverage terms and benefits to an insured and insurance professional / practitioner related to a claim payment by stating that, *"William Griffin has contacted us on your behalf. Please let us know Mr. Griffin's role in this claim, if any.; Provide any contracts related to this claim, including but not limited to any contract with P&G Construction and/or William Griffin"*; Price knew this request was made solely to wrongfully delay and deny policy benefits, was not a policy requirement, nor was it a duty Plaintiff must fulfil before Defendants mandatory compliance with the appraisal demand; and that his actions violated the Unlawful Insurance Act found at Tenn.

Code Ann. §56-53-103(a)(1), and Price's actions violated the Plaintiffs rights under the policy, causing the delay and denial of benefits owed under the policy. A copy of the letter is incorporated herein by reference and attached herewith as Exhibit "6". (See Collective Exhibits "1" and "6", and "7".)

33. In the same letter, Price misrepresented coverage terms and benefits to an insured and insurance professional / practitioner related to a claim by stating in the same letter stating that, *"Provide any available photos of the damages you are claiming.; Provide any available receipts or invoices for charges that you incurred due to this loss; Once we have completed our investigation, we will let you know about our position on your demand for appraisal"*; Price knew these requests were not required of Plaintiff before Defendants mandatory compliance with the appraisal demand and that he was already in possession of the information; and his actions violated the Fraudulent Insurance Act found at Tenn. Code Ann. §56-53-103(a)(1), and Plaintiffs rights under the policy causing the delay and denial of benefits rightfully owed. A copy of the letter is incorporated herein by reference and attached herewith as Exhibit "3", Collective Exhibits "5" and Exhibits "6" and "7")

34. Jason Pirtle, P.E., of VCE, Inc., who on information and belief, is a resident of the State of Tennessee, and whose business address is 2604 Foster Avenue Nashville, Tennessee 37210; and while in the course and scope of his employment with Defendants, presented and published false information to an insurer, insured, and an insurance professional/practitioner related to an insurance claim by stating in his investigation report, dated October 10, 2022, in Exhibit "8" on pg. 2 in the *Conclusion* section, that *"The limb strike damage to the Main home and the south shop is confined to the area of impact"*; knowing that an actual tree had struck the home and the rear of the shop, that

these impacts caused other areas not confined to the impact areas, and that the Defendants estimate of repair was wholly insufficient to properly and legally complete those repairs; and Pirtle's actions violated the Unlawful Insurance Act found at Tenn. Code Ann. §56-53-103(a)(1) and further violated the rights of Plaintiff by causing the wrongful delay and denial of benefits rightfully owed. A copy of the report is incorporated herein by reference and attached herewith Exhibit "8".

35. The actions of Shelter, Price, VCE, Inc., and Pirtle, were, and are, part of a pattern or practice of violations of the Unlawful Insurance Act in Tenn. Code Ann. §56-53-103(a)(1); and all Defendants participated in, aided, abetted, solicited to, or conspired to commit the acts enumerated above with the intent to induce reliance subject to Tenn. Code Ann. §56-53-107 that authorizes and entitles the Plaintiff to treble damages.

WHEREFORE PREMISES CONSIDERED, Plaintiff requests the court order Defendants to comply with the mandatory appraisal provision, identify a competent and impartial appraiser, appoint a competent and impartial Umpire for proceedings consistent with the appraisal provision; and order the appraisers to submit their differences to the Umpire within 20 days from the date of this order, and that the Umpire render a decision within 20 days from the date of the appraisers submitting their positions in order to timely resolve the amount of loss to Plaintiffs premises; and that the court grant pre-judgment interest, post-judgment interest, compensatory damages, attorney fees, treble damages, and other damages and expenses as authorized by Tenn. Code Ann. §56-53-107 of no less than THREE MILLION DOLLARS AND punitive damages of no less than SIX MILLION DOLLARS.



Respectfully Submitted,

Drayton Berkley, # 02261

Counsel for Plaintiff

The Berkley Law Firm, PLLC

1255 Lynnfield Road Ste 226

Memphis, TN 38119,

Phone. 901-322-8706

attorneyberkley@gmail.com

Certificate of Service

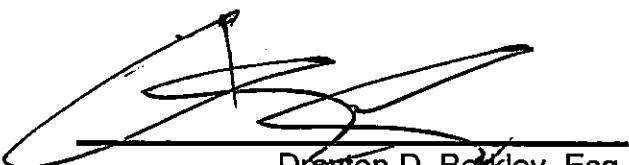
I hereby certify that a true and correct copy of the foregoing has been sent via to the following parties:

Shelter Mutual Insurance Company
NAIC No. 22388
The Department of Commerce and Insurance
Attn: Service of Process
500 James Robertson Pkwy
Nashville, TN 37243
P: 615-532-5260
E: Service.Process@tn.gov

John Price
Shelter Insurance Claims
990 Elliston Way
Thompson's Station, TN 37179
P: 731-439-7665
T: 615-778-3975
F: 615-778-3970
E: JPrice@ShelterInsurance.com
E: claimsdocuments@shelterinsurance.com

VCE, Inc., and
Jason Pirtle, P.E.
2604 Foster Avenue
Nashville, TN 37210
P.O. Box 444
Henderson, TN 38340
P: 731-225-8490
E: j.pirtle@jpse-structural.com
VCE, Inc. Engineer

This 7th day of March, 2023.



Drayton D. Berkley, Esq.
Berkley Law Firm, PLLC



Shelter Mutual Insurance Company
1817 W Broadway
Columbia, MO 65218
1-800-SHELTER (743-5837)



00801161-1

Dwelling Insurance Policy Declarations

Named Insured:
NANCY R PLUNK
550 CATFISH LN
CRUMP TN 38327-3749

Policy Number: 41-73-10179681-1
Effective Date: 02-14-2021 (12:01 AM CST)
Expiration Date: 02-14-2022 (12:01 AM CST)

Agent: WILLARD BESHIRE
41-0A193-60
1463 SOUTH HIGHLAND
SUITE C
JACKSON TN 38301
731-427-8707

These Declarations are part of your policy and replace all prior Declarations.

Policy Deductible

\$1,000

Described Premises	Description
142 OLD BELLS LOOP NEAR JACKSON TN 38305 (COUNTY 0113)	1981 MODULAR MOBILE HOME 30 X 50 SERIAL #A OWNER

Coverages	Limits	Endorsement Number	Premium
Mobile Home	\$50,000		\$454.00
PERSONAL PROPERTY	\$25,000		\$169.00
Addition of the Peril of Vandalism		B-847.2-B	
Peril Of Theft To Personal Property Coverage	\$10,000	B-37.7-B	\$65.00
Total for Term (This is Not a Bill):			\$688.00

Policy forms and additional endorsements attached to this policy	Number
Dwelling Insurance Policy - Basic Coverage Form	B-450.3-B
Amendatory Endorsement-Tennessee	B-198.1-B

(For Office Use Only)

Transaction: RNEW B
H. O. CODE: 688.00
Policy ID: 80005876008
Policy Term: One Year
County: 113

Tier: 1000
Protection Class: 05
Date Issued: 01-10-2021
'01102020'
Zone Code: 1

B-127.16-B

End of Declarations



of the party to whom such payment is made to the extent of such payment. Our interest will extend to all securities held as collateral for the mortgage debt. Any mortgagee or trustee so paid agrees to sign whatever documents and take whatever actions we may reasonably request to enforce our rights under this provision. Our subrogation rights will not be enforced in such a way as to impair the right of the mortgagee or trustee to recover the full amount due under the mortgage.

If we pay the mortgagee or trustee any sum for loss under this policy, and we contend that we had no obligation to pay the mortgagor or owner, we may, at our option, pay the mortgagee or trustee the entire principal sum of the loan, with interest accrued to the date of payment and, if we do so, that person agrees to make a full assignment and transfer of the mortgage or trust deed and all other securities applicable to the loan to us.

7. No Benefit to Renter

This insurance will not, in any way, benefit any person who may be caring for or handling property for a fee.

8. Recovered Property

If you recover any lost or stolen property for which we have made a payment under this policy, you agree to notify us of that fact within 10 days of its recovery. If you want to keep the property you may do so if you return the entire amount we paid you because of its loss. If you do not want the property, you agree to allow us to take it if we choose to do so. In that event the property will become our property.

If we recover any lost or stolen property for which we have made a payment under this policy, we agree to notify you of that fact within 10 days of its recovery. If you want the property you may take it if you return the entire amount we paid you because of its loss. If you do not want the property, you agree to allow us to keep it if we choose to do so. In that event the property will become our property.

9. Payments Under This Section Of The Policy

Before we make any payments under Section 1 of this policy,

- We must receive your completed proof of loss;
- You must comply with all conditions of this policy; and
- The amount of the loss must have been established by either
 - An agreement between you and us; or
 - A final judgment of a court of law.

When these steps are completed, we will make any payments due for a covered loss within 30 days.

10. Appraisal

If you and we fail to agree on the market value, total restoration cost, modified cash value, or amount of loss, as may be required in the applicable policy provision, either party may make written demand for an appraisal. Each party will select an appraiser and notify the other of the appraiser's identity within 20 days after the demand is received. The appraisers will select a competent and impartial umpire. If the appraisers are unable to agree upon an umpire within 15 days, you or we can ask a judge of a court of record in the state where the residence premises is located to select an umpire.

The appraisers shall then appraise the loss, stating separately the market value, total restoration cost, modified cash value, or loss to each item, as may be required in the applicable

policy provision. If the appraisers so agree, the amount of the loss will be the market value, total restoration cost, modified cash value, or amount of loss, as may be required in the applicable policy provision. If they cannot agree, they will submit their differences to the umpire. A written award by two will determine the market value, total restoration cost, modified cash value, or amount of loss. Each party will pay the appraiser it chooses and equally pay expenses for the umpire and all other expenses of the appraisal.

11. Inflation Protection

To have the limits stated in the Declarations expanded in the event of a major loss, you agree that we may, at our option, adjust the Coverage A and Coverage B limits annually using data from industry sources that report changes in the construction cost index caused by inflation.

At each renewal date, your billing will reflect any adjustment in policy limits from the previous policy period.

You agree to:

- Accept all adjustments in limits included in your renewal billing;
- Notify us within 90 days of the start of any new building valued at \$5,000 or more, or any addition to or remodeling of buildings that increases their value by \$5,000 or more; and
- Pay any required premium for such changes in value.

HOW LOSSES UNDER SECTION 1 ARE SETTLED

- These provisions apply to all losses settled under paragraphs (b), (c), (D), and (f)(2), below:
 - If the total restoration cost of all covered property damaged in one accident is less than \$1,000, we will pay you the total restoration cost.
 - The amount of your deductible will be deducted from all losses covered under Section 1 of this policy, unless the specific coverage under which the loss is covered says otherwise. A single deductible applies to all covered losses caused by any one accident.
 - If we cannot agree with you as to the total restoration cost, restoration cost, market value or modified cash value, and agreement is required under this policy in order to conclude a claim, the total restoration cost, restoration cost, market value or modified cash value, whichever may apply to the specific claim, will be determined in accordance with the appraisal section of this policy.
- This provision applies to covered losses to 20 personal property:
 - While we agree with you as to the market value of the damaged part of those items, we will, at our option, do one of the following:
 - Pay the market value of the damaged part of the covered property;
 - Pay the restoration cost of the damaged part of the covered property;
 - Pay to replace the damaged part of the covered property, in kind, or
 - Pay the limit of coverage stated in this policy as applicable to the item, including any special limits.



if any insured has:

- (a) intentionally concealed, or misrepresented, any material fact or circumstance relating to the purchase of this policy;
- (b) negligently misrepresented any material fact or circumstance related to the purchase of this policy;
- (c) intentionally concealed, or misrepresented, any material fact related to any claim made under this policy; or
- (d) acted fraudulently, or made false statements, relating to any claim made under this policy.

3. LOSS PAYABLE CLAUSE – PAYMENTS WHEN A LOSS PAYEE IS SHOWN

We will negotiate settlement of claims only with a named insured, and the amount of any settlement will be paid jointly to you and any loss payee shown in the Declarations, subject to all the terms and conditions of the policy. We will deliver any settlement check or draft to a named insured or any loss payee, at our option.

4. APPLICATION OF DEDUCTIBLES

If you make claims under two or more coverages for losses that occurred at the same time, the largest applicable deductible will apply to the total aggregate amount of all those losses, but no other deductible will apply.

5. APPRAISAL TO SETTLE DISPUTES

~~We will agree with you as to the amount due for any loss, either party may make written demand for an appraisal. The appraisal will be handled in accordance with the state statute of the state in which this policy is issued.~~

6. INSURABLE INTEREST

We will not pay any insured more than his, her, or its, insurable interest in the covered property at the time of loss.

7. EXCLUSION OF TRUSTEE (SETTLOR)

If a trust or trustee is shown as an insured, no coverage is provided to the trustee (settlor) of that trust unless that trustee (settlor) is named as an insured in his, her, or its, individual capacity.

8. ABANDONED PROPERTY

We are not obliged to accept abandoned property.

9. MORTGAGEES AND TRUSTEES UNDER DEEDS OF TRUST

(a) SETTLEMENT AND PAYMENT OF CLAIMS

Claims will be negotiated only with a named insured, and the amount of the settlement will be paid to you, subject to all the terms and conditions of the policy; but if another person is named in the Declarations as a "mortgagee", or "trustee" under a trust deed, we will pay any amount due under that settlement to that mortgagee or trustee to the extent of its interests. If the name of more than one such person appears, we will pay them in the order of precedence of their mortgages or trust deeds. This provision does not apply to contracts for deed or any similar method of sale in which ownership of the property does not pass to an insured until all payments on the purchase loan are made.

Any payment due to a mortgagee or trustee under this provision will not be invalidated by:

- (1) any act or neglect of the mortgagor or owner of the insured property;
- (2) any foreclosure or other proceedings or notice of sale relating to the property;

- (3) any change in the title or
- (4) the occupation of the premises for purposes more hazardous than are permitted by this policy.

(b) DUTIES OF A MORTGAGEE OR TRUSTEE

- (1) If the mortgagor or owner neglects to pay any premium due under this policy, the mortgagee or trustee must pay it, immediately, upon our demand.
- (2) Any mortgagee or trustee must notify us of any change of:
 - (i) ownership;
 - (ii) occupancy; or
 - (iii) increased risk of a loss to the insured property; of which it has knowledge, within ten days of its acquisition of that knowledge. The mortgagee or trustee must also pay any additional premium we may require for such increased risk for the balance of the term of this policy. Failure to provide this notice or make such payments will result in an immediate loss of coverage to the mortgagee or trustee.

(c) NOTICE OF CANCELLATION TO MORTGAGEE OR TRUSTEE

We may cancel this policy at any time as provided by its terms, however if we do so, it will continue in force as to benefits due the mortgagee or trustee for ten days after notice is mailed to the mortgagee or trustee of such cancellation. At the end of those ten days all benefits under this policy will end. This provision does not apply to loss payees.

(d) OTHER INSURANCE AVAILABLE TO MORTGAGEE OR TRUSTEE

If other insurance covers a loss that is also covered by this policy, the benefits provided under this policy apply only:

- (1) to the amount of the loss that exceeds the limits of that other insurance; and
- (2) to the extent its limits exceed the limits of that other insurance.

(e) PAYMENT TO MORTGAGEE OR TRUSTEE WHEN PAYMENT IS NOT OWED TO YOU

If we have no obligation to pay you on a claim made under this policy, we will pay any mortgagee, or trustee under a deed of trust, listed in the Declarations if that person assists us in becoming either the owner of the right to receive your payment, or the subrogee of his, her, or its, right to receive your payment by:

- (1) assigning all securities held as collateral for your debt, to us;
- (2) assigning all legal documents evidencing and securing your debt, to us; and
- (3) fully cooperating in our efforts to collect the debt from you.

In the event we elect to pay under this section of the policy, you agree that we may, at our option, either:

- (1) pay the amount due for the claim and become subrogated only to the extent of that payment; or
- (2) pay the entire unpaid principal sum of your debt together with accrued interest and take a full assignment and transfer of the right to receive your payment.



Shelter Insurance /J. Price
PO Box 6003
Columbia, MO 65205-6008
F. 888-742-5671/ T. 731-439-7665
E. jprice@ShelterInsurance.com

Re: **DEMAND FOR APPRAISAL**
Insured: Nancy Plunk
Address: 147 Old Bells Loop
Jackson, TN 38305
Claim No: DW0000003228915

//// TRANSMITTAL VIA EMAIL AND FACSIMILE ////

Mr. Price,

We have a dispute on the amount of my loss and this letter will serve as my demand for appraisal as required by my policy provision that reads as follows:

Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

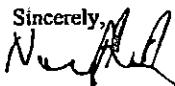
- Pay its chosen appraiser; and
- Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

My appraiser is as follows:

Mary Jo O'Neal
Phone: 615.849.6400
Email: maryjo6400@aol.com

Please have your appraiser contact Ms. O'Neal and copy me and my Public Adjuster on all correspondence regarding this claim going forward.

Sincerely,

Nancy Plunk

PLAINTIFF'S
EXHIBIT

1 Provision

of the party to whom such payment is made to the extent of such payment. Our interest will extend to all securities held as collateral for the mortgage debt. Any mortgagee or trustee we paid agrees to sign whatever documents and take whatever actions we may reasonably request to enforce our rights under this provision. Our subrogation rights will not be enforced in such a way as to impair the right of the mortgagee or trustee to recover the full amount due under the mortgage.

If we pay the mortgagee or trustee any sum for loss under this policy, and we cannot but we had the obligation to pay the mortgagee or trustee, we may, at our option, pay the mortgagee or trustee the entire principal sum of the item, with interest accrued to the date of payment and, if we do so, that person agrees to make full assignment and transfer of the mortgage or trust deed and all other securities applicable to the loan to us.

7. No Benefit to Trustee

This insurance will not, in any way, benefit any person who may be caring for or managing property for a fee.

8. Recovered Property

If you recover any lost or stolen property for which we have made a payment under this policy, you agree to notify us of that fact within 10 days of its recovery. If you want to keep the property you may do so if you return the entire amount we paid you because of its loss. If you do not want to keep the property, you agree to allow us to take it, if we choose to do so. In that event the property will become our property.

If we receive any lost or stolen property for which we have made a payment under this policy, we agree to notify you of that fact within 10 days of its recovery. If you want the property you may take it if you return the entire amount we paid you because of its loss. If you do not want the property, you agree to allow us to keep it, if we choose to do so. In that event the property will become our property.

9. Payments Under This Section Of The Policy

Before we make any payments under Section 1 of this policy,

- We must receive your completed proof of loss;
- You must comply with all conditions of this policy; and
- The amount of the loss must have been established by either:

- An agreement between you and us; or
- A final judgment of a court of law.

When these steps are completed, we will make any payment due for a covered loss within 30 days.

10. Appraisal

If you and we fail to agree on the market value, total restoration cost, modified cash value, or amount of loss, as may be required in the applicable policy provision, either party may make written demand for an appraisal. Each party will select an appraiser and notify the other of the appraiser's identity within 30 days after the demand is received. The appraisers will select a competent and impartial umpire. If the appraisers are unable to agree upon an umpire within 15 days, you or we can ask a judge of a court of record in the state where the residence premises is located to select an umpire.

The appraisers shall then appraise the loss, stating separately the market value, total restoration cost, modified cash value, or loss to each item, as may be required in the applicable

policy provision. If the appraisers cannot agree on the market value, total restoration cost, or amount of loss, as may be required in the applicable policy provision, either party may be required to submit their differences to the umpire. A written award by two will determine the market value, total restoration cost, modified cash value, or amount of loss. Each party will pay the appraiser its expenses, and equally pay expenses for the umpire and all other expenses of the appraisal.

11. Inflation Protection

To have the limits stated in the Declarations expanded in the event of a major loss, you agree that we may, at our option, adjust the Coverage A and Coverage B limits annually using data from industry sources that report changes in the construction cost index caused by inflation.

At each renewal date, your billing will reflect any adjustments in policy limits from the previous policy period.

You agree to:

- Accept all adjustments in limits included in your renewal billing;
- Notify us within 90 days of the start of any new building valued at \$5,000 or more, or any addition to or remodeling of buildings that increases their value by \$5,000 or more; and
- Pay any required premium for such changes in value.

HOW LOSSES UNDER SECTION 1 ARE SETTLED

- These provisions apply to all losses settled under paragraphs (B), (C), (D), and (E), below:
 - If the total restoration cost of all covered property damaged in one accident is less than \$1,000, we will pay you the total restoration cost.
 - The amount of your deductible will be deducted from all losses covered under Section 1 of this policy, unless the specific coverage under which the loss is covered says otherwise. A single deductible applies to all covered losses caused by any one accident.
 - If we cannot agree with you as to the total restoration cost, restoration cost, market value or modified cash value, and agreement is required under this policy in order to calculate a claim, the total restoration cost, restoration cost, market value or modified cash value, whichever may apply to the specific claim, will be determined in accordance with the appraisal section this policy.
- This provision applies to covered losses to all personal property:
 - When we agree with you as to the market value of the damaged part of those items, we will, at our option, do one of the following:
 - Pay the market value of the damaged part of the covered property;
 - Pay the restoration cost of the damaged part of the covered property;
 - Pay to replace the damaged part of the covered property, in kind, or
 - Pay the limit of coverage stated in this policy as applicable to the item, including any special terms.

PLAINTIFFS
EXHIBIT

Duties After Loss

CONDITIONS THAT APPLY

1. WHAT YOU MUST DO IN

If a covered loss occurs, the insured must take all of the following actions if applicable to that loss:

- (a) Give us immediate notice and, in case of theft or suspected theft, you must also notify the police immediately.
- (b) Protect the property from further damage. Make necessary and reasonable temporary repairs to protect the property, and keep records of the cost of those repairs.
- (c) Send to us, within sixty days after its receipt by you, a proof of loss signed and sworn to by the insured, including:
 - (1) the time and cause of loss;
 - (2) the reason for the loss;
 - (3) the interest of insureds and all others in the property;
 - (4) all plans and specifications of any damaged building or fixtures in your possession;
 - (5) the total value of the property immediately before and after the loss;
 - (6) all encumbrances on the property;
 - (7) other policies covering the loss;
 - (8) changes in title, use, occupancy or possession of the property;
 - (9) a list (schedule) of personal property damaged or destroyed including all facts known to you regarding:
 - (i) its quantity;
 - (ii) its description;
 - (iii) from whom it was obtained;
 - (iv) the date it was obtained or purchased;
 - (v) whether it was purchased new or used;
 - (vi) the amount of its purchase price;
 - (vii) the current replacement cost;
 - (viii) the cost to repair it;
 - (ix) the actual cash value; and
 - (x) the amount of your claim under all coverages provided by this policy.
- (d) Show the damaged property to us or our representative prior to its replacement or repair, as often as we may reasonably require.

- (e) Submit to examinations under oath by any person named by us, out of the presence of any other individual other than a licensed attorney and sign the transcript of the examinations.
- (f) Produce for examination, and permit us to copy, records pertaining to any loss of rental or lease income, all books of account, bills, invoices, receipts and other vouchers that we may reasonably require.
- (g) Produce receipts for any increased costs you incur to maintain your standard of living while you dwell elsewhere.
- (h) Authorize us, in writing, to obtain any other records that may be relevant to the claim or may reasonably be expected to aid our investigators in determining the facts relevant to the claim.

2. CONCEALMENT OF MATERIAL FACTS AND FRAUD

We may, at our option, refuse to pay any claim made under this policy; or declare the entire policy void as to all insureds,

if such defect, inadequacy, fault, unsoundness or weakness existed before the accident that resulted in the loss. This exclusion does not apply to accidental direct physical loss that occurs subsequent to any of these events or conditions if that loss is caused by the peril of fire.

10. The action, lack of action, decision, or lack of decision, of any group, organization, or governmental body, or of any person on their behalf regardless of whether the conduct is negligent, wrongful, intentional, or without fault. This exclusion does not apply to:
 - (a) accidental direct physical loss caused by actions of civil authorities to prevent the spread of a fire, if that fire was caused by a peril we insure the damaged property against; and
 - (b) accidental direct physical loss that occurs subsequent to any of these events or conditions, if that loss is caused by the peril of fire.
11. Lead. This exclusion applies also to any cost or expense related to your obligation to assess, or test for, lead or the effects of lead and any cost or expense related to the abatement, mitigation, remediation, containment, detoxification, neutralization, monitoring, removal, or disposal, of lead or the effects of lead.
12. Fungus. This exclusion applies also to any cost or expense related to your obligation to assess, or test for, fungus or the effects of fungus and any cost or expense related to the abatement, mitigation, remediation, containment, detoxification, neutralization, monitoring, removal, or disposal, of fungus or the effects of fungus.
13. The illegal activities of any insured that result in damage otherwise covered under this policy.
14. The business of any insured.

EXCLUDED PROPERTIES

We do not cover loss to any of the following types of property:

1. Personal property used to any extent for business.
2. Land, including the land necessary to support a structure. This exclusion applies to the cost of replacing or stabilizing land after a covered loss, and the cost of stabilizing land to prevent the instability of any structure.
3. Docks that are not specifically listed in the Declarations.

Any loss to property listed in paragraphs 1, 2, and 3, above, is excluded regardless of:

- (a) its proximate cause;
- (b) its efficient proximate cause;
- (c) the fact that non-excluded events, actions, failures to act, conditions, or substances, contributed to its cause;
- (d) the sequence of the events, actions, failures to act, onset of conditions, or appearance of substances, that caused it;
- (e) whether the events, actions, failures to act, onset of conditions, or appearance of substances, occurred suddenly or gradually;
- (f) whether it is isolated or widespread;
- (g) whether it arose from natural forces or human forces, or a combination of such forces; or
- (h) whether it arose from internal forces or external forces, or a combination of such forces.



Shelter Insurance
 PO Box 6008
 Columbia, MO 65205-6008
 Fax: 888-742-5671



06/30/2022

NANCY PLUNK
 550 CATFISH LN
 CRUMP TN 38327-3749

Re: Insured: NANCY PLUNK
 Claim Number: DW0000003228915
 Policy Number: 41-73-10179681-1
 Date of Loss: 05/26/2022
 Loss Location: 142 Old Bells Loop Jackson TN 38305

Dear NANCY PLUNK

Your Shelter Insurance® policy covers this property. We are sorry it has been damaged, but we are happy to help you with this covered loss.

We have investigated your claim and estimated the covered amount of your loss. We have enclosed your estimate and are issuing a payment for \$5,408.15. This initial payment is the actual cash value of your loss less your policy deductible. Here is how we arrived at this payment:

Total Estimated Cost to Repair or Replace	\$10,299.15
Less: Paid When Incurred	\$0.00
Less: Non-Recoverable Depreciation	\$2,724.36
Less: Your Deductible	\$1,000.00
Less: Amount over Limit	\$0.00
Initial Payment	\$6,574.79

You may be eligible for reimbursement of your Recoverable Depreciation amount based on your policy. Your Policy controls when and the amount we can pay for your loss. We have included important summary information about this and other coverages.

What to do with the Estimate

Please give this estimate, or a copy, to the repair professionals of your choice. They will review the damage we found and the estimated cost to repair. Any questions about the estimate, or if additional damages have been identified, need to be addressed with us before repairs to the property begin. Repairs made to your property, or repair costs not included in our estimate and agreed to by us, may not be covered.

Protect Your Property

Your policy requires you to protect your property from more damage. This includes completing any necessary temporary repairs to keep your property from suffering additional damage. Keep your receipts for any temporary repair and give them to your adjuster.

Paid When Incurred

Your policy covers some items only after the repair is complete and the cost incurred. These items may or may not be identified on your estimate. Our estimate lists the amount Shelter expects to pay for each item if, and when, it is actually incurred. You should review the estimate and talk to Shelter about any questions related to these charges, or items not listed, before starting your repairs.

Depreciation

Depreciation means the amount this property's value had been reduced before the loss because of its condition, age, extent of use, and obsolescence. If Recoverable Depreciation is deducted from this payment, we will reimburse you the amount you actually incurred to repair or replace that part of the property not to exceed the amount stated in your estimate or your policy limit. If an amount was subtracted for Non-Recoverable Depreciation, the policy does not provide reimbursement.

Hauling Away Debris

Your policy also repays you for reasonable costs you incur to haul away debris from your property. Please refer to your policy or call us for the restrictions for this payment

Deductible

Deductible means the amount of money deducted from the total amount of all losses covered under this policy unless the specific coverage indicates that no deductible applies. We will only pay for loss to covered property minus the deductible.

How to Get Paid

For debris removal, send us proof you incurred this expense and we will reimburse you.

You may email these to: ClaimsDocuments@ShelterInsurance.com

You may mail these to: Shelter Insurance
P.O. Box 6008
Columbia, Missouri
65205 6008

or fax to: 888-742-5671

Other Information

You may also desire to use or buy higher quality items than you had before. Your policy, however, does not cover that additional cost.

If your mortgage holder is a payee on this check, please understand that your policy obligates us to add them.

Thank you. Please call me if you have any questions.

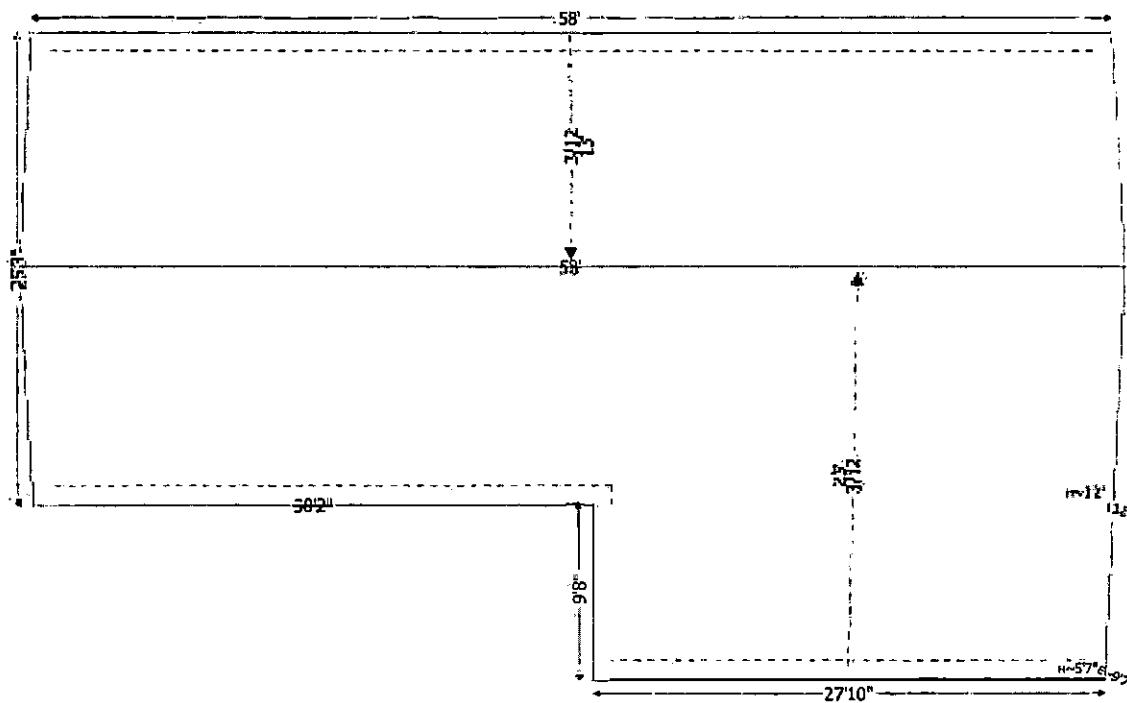
Sincerely,

John Price
Property Adjuster
(615) 778-3975



Shelter Insurance
PO Box 6008
Columbia, MO 65205-6008
Fax: 888-742-5671

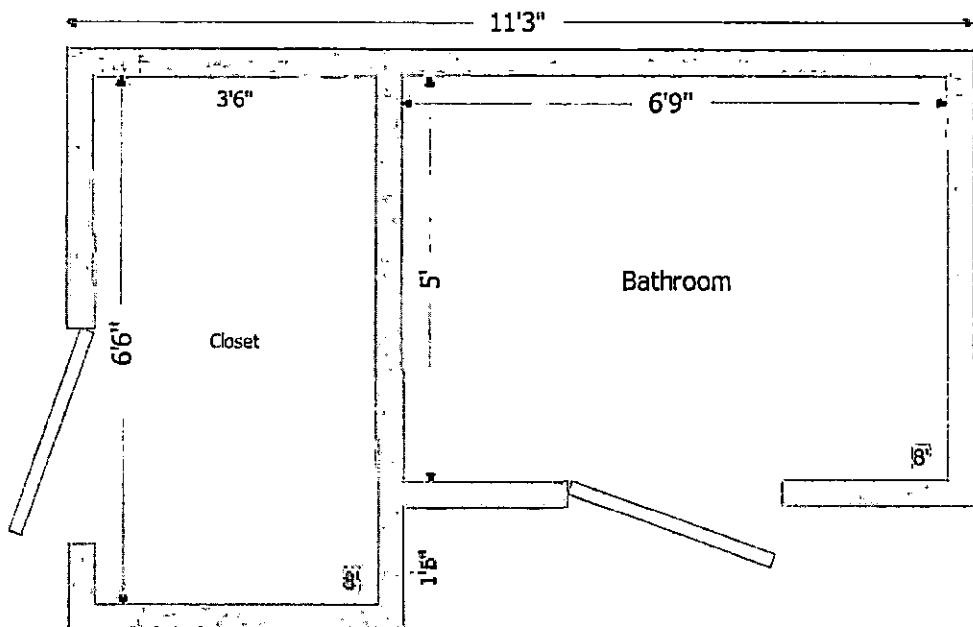
Roofplan:





Shelter Insurance
PO Box 6008
Columbia, MO 65205-6008
Fax: 888-742-5671

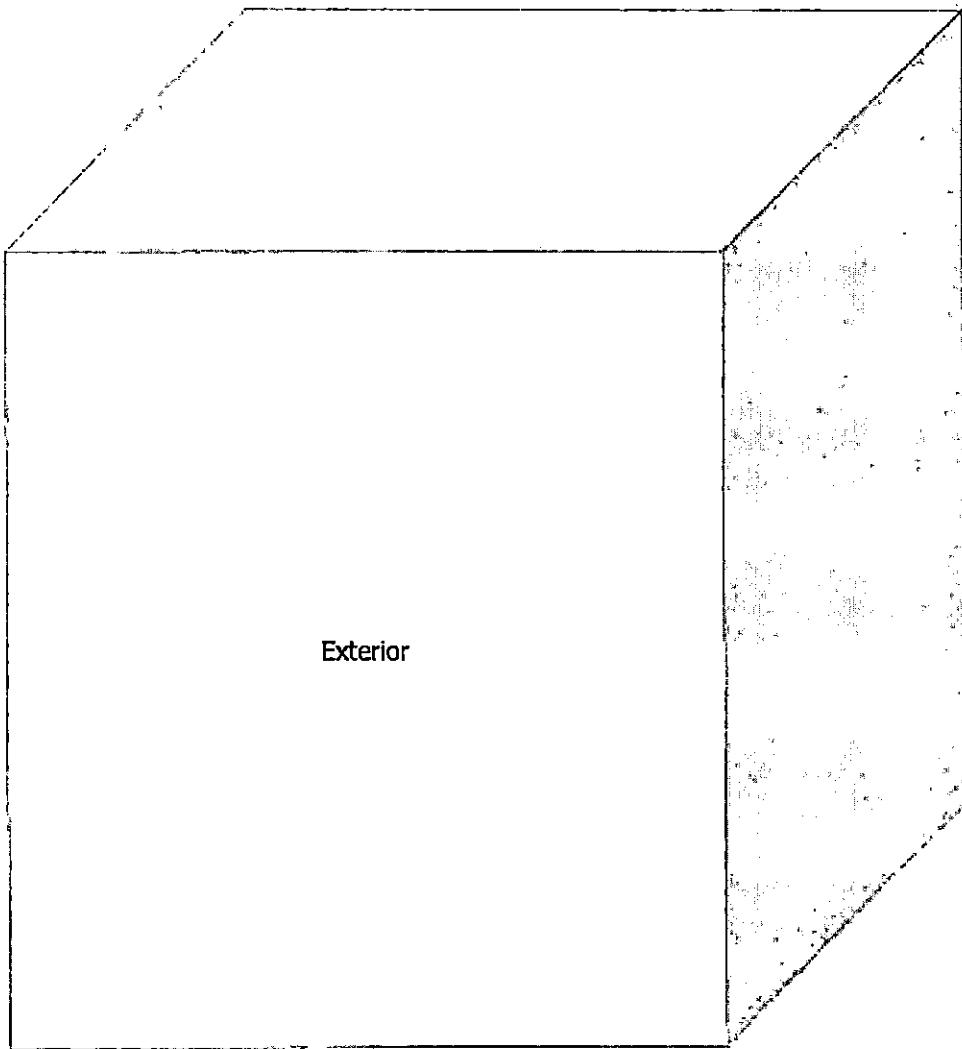
Floorplan:





Shelter Insurance
PO Box 6008
Columbia, MO 65205-6008
Fax: 888-742-5671

Exterior Plan:





Shelter Insurance

PO Box 6008
Columbia, MO 65205-6008
Fax: 888-742-5671

Description	Quantity	Unit Price	Per	Dep. Appl.	Paid	RC	Depreciation	ACV
ESTIMATE: Structure (Shelter Insurance)							Claim #DW0000003228915, NANCY PLUNK	
<input checked="" type="checkbox"/> Completed								

ROOFPLAN: Roofplan

Roof, Roof 2

Roof area: 1,786.61 SF Squares: 17.9 SQ Soffit: 183.85 SF
Gutters: 116.00 LF Ridge: 58.00 LF

1	Tear Out - Shingles, 3-Tab, Fiberglass 25 YR.	17.87	\$42.73	SQ	MAT LAB EQU MKT	Paid	\$763.59	\$267.26	\$496.33
2	Tear Out - Sheathing, Roof Plywood, 5/8"	96.00	\$0.21	SF	MAT LAB EQU MKT	Paid	\$20.16	\$7.06	\$13.10
3	Replace - Sheathing, Roof Plywood, 5/8"	100.80	\$3.39	SF	MAT LAB EQU MKT	Paid	\$341.71	\$119.60	\$222.11
	<input checked="" type="checkbox"/> Includes 5% waste on quantity.								
4	Replace - Felt #30, 30 LB	17.87	\$21.18	SQ	MAT LAB EQU MKT	Paid	\$378.50	\$132.48	\$246.02
5	Replace - Shingles, Starter Row, Continuous	127.60	\$1.55	LF	MAT LAB EQU MKT	Paid	\$197.77	\$69.22	\$128.55
	<input checked="" type="checkbox"/> Includes 10% waste on quantity.								
6	Replace - Shingles, 3-Tab, Fiberglass 25 YR.	19.66	\$194.60	SQ	MAT LAB EQU MKT	Paid	\$3,825.83	\$1,339.04	\$2,486.79
	<input checked="" type="checkbox"/> Includes 10% waste on quantity.								
7	Replace - Ridge Shingles Fiberglass	60.90	\$2.04	LF	MAT LAB EQU MKT	Paid	\$124.24	\$43.48	\$80.76
	<input checked="" type="checkbox"/> Includes 5% waste on quantity.								
8	Tear Out - Roof Vent, Turbine Medium	2	\$8.31	EA	MAT LAB EQU MKT	Paid	\$16.62	\$5.82	\$10.80
9	Replace - Roof Vent, Turbine Medium	2	\$104.72	EA	MAT LAB EQU MKT	Paid	\$209.44	\$73.30	\$136.14
10	Tear Out - Roof Vent, Static, Box/Turtle, Aluminum	3	\$9.33	EA	MAT LAB EQU MKT	Paid	\$27.99	\$9.80	\$18.19
11	Replace - Roof Vent, Static, Box/Turtle, Aluminum	3	\$46.75	EA	MAT LAB EQU MKT	Paid	\$140.25	\$49.09	\$91.16
12	Rem/Reset - Satellite Dish, Mini	1	\$61.83	EA		Paid	\$61.83	\$0.00	\$61.83

Claim DW0000003228915

06/30/2022



Shelter Insurance

PO Box 6008
Columbia, MO 65205-6008
Fax: 888-742-5671

Description	Quantity	Unit Price	Per	Dep. Appl.	Paid	RC	Depreciation	ACV
ESTIMATE: Structure (Shelter Insurance)								Claim #DW0000003228915, NANCY PLUNK
<input checked="" type="checkbox"/> Completed								
13 Satellite Dish, Recalibrate	1	\$99.60	EA		Paid	\$99.60	\$0.00	\$99.60
14 Tear Out - Fascia, Aluminum 8"	70.00	\$0.28	LF	MAT LAB EQU MKT O&P TAX	Paid	\$19.60	\$1.96	\$17.64
15 Replace - Fascia, Aluminum 8"	73.50	\$3.94	LF	MAT LAB EQU MKT O&P TAX	Paid	\$289.59	\$28.96	\$260.63
<input checked="" type="checkbox"/> Includes 5% waste on quantity.								
16 Tear Out - Fascia, Wood Pine 1" x 8"	40.00	\$0.66	LF	MAT LAB EQU MKT O&P TAX	Paid	\$26.40	\$6.60	\$19.80
17 Replace - Fascia, Wood Pine 1" x 8"	42.00	\$5.67	LF	MAT LAB EQU MKT O&P TAX	Paid	\$238.14	\$59.54	\$178.60
<input checked="" type="checkbox"/> Includes 5% waste on quantity.								
18 Tear Out - Soffit, Vinyl	31.14	\$0.25	SF	MAT LAB EQU MKT O&P TAX	Paid	\$7.79	\$0.78	\$7.01
19 Replace - Soffit, Vinyl	32.70	\$3.60	SF	MAT LAB EQU MKT O&P TAX	Paid	\$117.72	\$11.77	\$105.95
<input checked="" type="checkbox"/> Includes 5% waste on quantity.								
Roof, Roof 2 - Subtotal (19 items)						\$6,906.77	\$2,225.76	\$4,681.01
Roofplan - Subtotal (19 items)						\$6,906.77	\$2,225.76	\$4,681.01

FLOORPLAN: Floorplan								
<input checked="" type="checkbox"/> Bathroom								
Length: 6'9"	Width: 5'	Height: 8' Flat						
Walls: 188.00 SF	Walls-subs: 170.22 SF	Walls-subs-cas-bsbd: 159.47 SF						
Doors: 17.78 SF	Windows: 0.00 SF	Openings: 0.00 SF						
Floor: 33.75 SF	Ceiling: 33.75 SF	Perim (F): 20.25 LF						
20 Rem/Reset - Ceiling Fixture Very Good	1	\$45.50	EA		Paid	\$45.50	\$0.00	\$45.50
21 Content Manipulation, Per Hour	1	\$47.31	HR		Paid	\$47.31	\$0.00	\$47.31
22 Floor, Cover & Protect	33.75	\$0.16	SF		Paid	\$5.40	\$0.00	\$5.40
23 Minimum Charge, Insulation	1	\$225.04	LS		Paid	\$225.04	\$0.00	\$225.04
24 Minimum Charge, Drywall 2 Trips	1	\$456.76	LS		Paid	\$456.76	\$0.00	\$456.76
25 Prep & Mask For Painting (SF)	159.47	\$0.23	SF		Paid	\$36.67	\$0.00	\$36.67

Claim DW0000003228915

06/30/2022



Shelter Insurance
 PO Box 6008
 Columbia, MO 65205-6008
 Fax: 888-742-5671

Description	Quantity	Unit Price	Per	Dep. Appl.	Paid	RC	Depreciation	ACV
ESTIMATE: Structure (Shelter Insurance)								Claim #DW0000003228915, NANCY PLUNK
Completed								
Bathroom(con't)								
26 Prime & Paint - Drywall/Plaster Ceiling	33.75	\$1.14	SF	MAT LAB EQU MKT D&P TAX	Paid	\$38.47	\$3.85	\$34.62
27 Prime & Paint - Drywall/Plaster Wall	159.47	\$0.95	SF	MAT LAB EQU MKT D&P TAX	Paid	\$151.49	\$15.15	\$136.34
Bathroom - Subtotal (8 items)						\$1,006.64	\$19.00	\$987.64
Closet								
Length: 3'6"	Width: 6'6"	Height: 8' Flat						
Walls: 160.00 SF	Walls-subs: 142.22 SF	Walls-subs-cas-bsbd: 132.50 SF						
Doors: 17.78 SF	Windows: 0.00 SF	Openings: 0.00 SF	Missing Walls: 0.00 SF					
Floor: 22.75 SF	Ceiling: 22.75 SF	Perim (F): 16.75 LF	Perim (C): 20.00 LF					
28 Content Manipulation, Per Hour						\$94.62	\$0.00	\$94.62
29 Floor, Cover & Prctct	22.75	\$0.16	SF		Paid	\$3.64	\$0.00	\$3.64
30 Prep & Mask For Painting (SF)	132.50	\$0.23	SF		Paid	\$30.48	\$0.00	\$30.48
31 Prime & Paint - Drywall/Plaster Ceiling	22.75	\$1.14	SF	MAT LAB EQU MKT D&P TAX	Paid	\$25.93	\$2.59	\$23.34
Closet - Subtotal (4 items)						\$154.67	\$2.59	\$152.08
Floorplan - Subtotal (12 items)						\$1,161.31	\$21.59	\$1,139.72
EXTERIOR PLAN: Exterior Plan								
Exterior Plan								
Exterior: 0.00 SF								
Subtractions: 0.00 SF								
Exterior Plan - Subtotal (6 items)						\$0.00	\$0.00	\$0.00
Exterior								
32 Tear Out - Siding, Vinyl, Lap Very Good	20.00	\$0.47	SF	MAT LAB EQU MKT D&P TAX	Paid	\$9.40	\$0.94	\$8.46
33 Replace.- Siding, Vinyl, Lap Very Good	22.00	\$2.44	SF	MAT LAB EQU MKT D&P TAX	Paid	\$53.68	\$5.37	\$48.31

Claim DW0000003228915

06/30/2022


Shelter Insurance

 PO Box 6008
 Columbia, MO 65205-6008
 Fax: 816-742-5671

Description	Quantity	Unit Price	Per	Dep. Appl.	Paid	RC	Depreciation	ACV
ESTIMATE: Structure (Shelter Insurance)								Claim #DW0000003228915, NANCY PLUNK
Completed								
<input checked="" type="checkbox"/> Includes 10% waste on quantity.								
34 Tear Out - Telephone Pole	1	\$140.59	EA	MAT LAB EQU MKT D&P TAX	Paid	\$140.59	\$35.15	\$105.44
35 Replace - Telephone Pole	1	\$693.21	EA	MAT LAB EQU MKT D&P TAX	Paid	\$693.21	\$173.30	\$519.91
36 Tear Out - Electrical Service, Exterior	1	\$35.61	EA	MAT LAB EQU MKT D&P TAX	Paid	\$35.61	\$8.90	\$26.71
37 Replace - Electrical Service, Exterior	1	\$893.07	EA	MAT LAB EQU MKT D&P TAX	Paid	\$893.07	\$223.27	\$669.80
Exterior - Subtotal (6 items)						\$1,825.56	\$446.93	\$1,378.63
Exterior Plan - Subtotal (6 items)						\$1,825.56	\$446.93	\$1,378.63

Claim DW0000003228915

06/30/2022



Shelter Insurance
 PO Box 6008
 Columbia, MO 65205-6008
 Fax: 808-742-5671

ESTIMATE: Structure (Shelter Insurance)

Claim #DW0000003228915, NANCY PLUNK

Completed

Total Materials:	\$4,159.27
Total Labor:	\$5,550.35
Total Equipment:	\$184.02
Subtotal:	\$9,893.64

Sales Tax 9.750% (applies to materials only): \$405.51

Replacement Cost Value: **\$10,299.15**

Replacement Cost on Coverage TRAILER/EC: \$10,299.15

Less Non-Recoverable Depreciation: \$(2,724.36)

Net Actual Cash Value on Coverage TRAILER/EC: **\$7,574.79**

Coverage TRAILER/EC Deductible (\$1,000.00) applied: \$(1,000.00)

Net Actual Cash Value on Coverage TRAILER/EC after Deductible: \$6,574.79

Amount Payable on Coverage TRAILER/EC: **\$6,574.79**

Net Estimate: **\$6,574.79**

Net Estimate if Depreciation Is Recovered: **\$6,574.79**

Finalization



P&G Construction Consultants LLC:

P&G Construction Consultants LLC
State LIC.#72378
319 Vann Drive E-21
Jackson, TN 38305
E. pandgconstructionconsultants@gmail.com



Insured: Nancy Plunk
Home: 142 Old Bells Loop
Jackson, TN 38305

Claim Number:

Policy Number:

Type of Loss:

Date of Loss:

Date Received:

Date Inspected:

Date Entered: 6/17/2022 10:07 AM

Price List: TNJA8X_AUG22
Restoration/Service/Remodel
Estimate: NANCY_FINAL_FINAL



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PLUNK_NANCY

Roof

DESCRIPTION	QTY	UNIT PRICE	TOTAL
<u>Phase 1 - Roof Removal / Deck Sheathing / Dry-In</u>			
1. Remove Ridge cap - composition shingles	58.00 LF @	1.71 =	99.18
2. Remove 3 tab - 25 yr. - comp. shingle roofing - w/out felt	18.05 SQ @	87.40 =	1,577.57
Trade selection "RFG" has been selected for tear off as this is the correct tradesman due to professional roofers tearing off the roofing material for this project. One crew is utilized for complete removal and replacement. Workers within any one crew have a wide range of skill levels and hourly pay. There are also required skills for roofers that a general demolition laborer does not have (such as the skill needed to carefully remove flashing that is attached to masonry or stucco or the skill needed to stack and use tools and materials up off the ground).			
3. R&R Sheathing - plywood - 1/2" CDX	1,805.00 SF @	3.26 =	5,884.30
4. R&R Batt insulation - 10" - R30 - paper / foil faced	1,805.00 SF @	1.93 =	3,483.65
5. Replace Carpenter - General Framer - per hour	4.00 HR @	61.92 =	247.68
6. Replace Roofing felt - 30 lb.	19.65 SQ @	28.25 =	555.11
7. R&R Drip edge	300.00 LF @	2.67 =	801.00
8. R&R Roof vent - turtle type - Metal	3.00 EA @	60.98 =	182.94
9. R&R Roof vent - turbine type	2.00 EA @	113.03 =	226.06
Phase 3 - Roof Covering System Replacement			
10. Replace 3 tab - 25 yr. - comp. shingle roofing - w/out felt	19.67 SQ @	180.37 =	3,547.88
11. Replace Asphalt starter - universal starter course	127.60 LF @	1.39 =	177.36
12. Replace Ridge cap - composition shingles	60.90 LF @	3.21 =	195.49
<u>Phase 5 - Electric Special System Remove and Install</u>			
13. Digital satellite system - Detach & reset	1.00 EA @	34.16 =	34.16
14. Digital satellite system - alignment and calibration only	1.00 EA @	102.48 =	102.48
15. Television antenna - Detach & reset	1.00 EA @	94.87 =	94.87

Hot Water Heater Shed Connected To House

DESCRIPTION	QTY	UNIT PRICE	TOTAL
16. Remove 3 tab - 25 yr. - comp. shingle roofing - w/out felt	0.97 SQ @	87.40 =	84.78
17. Replace 3 tab - 25 yr. - comp. shingle roofing - w/out felt	1.33 SQ @	180.37 =	239.89
18. Replace Asphalt starter - universal starter course	16.00 LF @	1.39 =	22.24
19. Remove Ridge cap - composition shingles	8.00 LF @	1.71 =	13.68
20. Replace Ridge cap - composition shingles	8.00 LF @	3.21 =	25.68
21. Replace Roofing felt - 30 lb.	1.25 SQ @	28.25 =	35.31
22. R&R Drip edge	26.00 LF @	2.67 =	69.42
23. Roofer - per hour	2.00 HR @	79.00 =	158.00
24. Bid Item-P&G Detach and reset to access siding	1.00 EA @	1,375.00 =	1,375.00



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 E. pandgconstructionconsultants@gmail.com

Exterior

DESCRIPTION	QTY	UNIT PRICE	TOTAL
25. R&R Fascia - 1" x 8" - #1 pine	60.00 LF @	8.40 =	504.00
26. R&R Rafters - 2x4 - stick frame roof (using rafter length)	50.00 LF @	3.83 =	191.50
This is to replace rafters on left front elevation			
27. R&R Batt insulation replacement per LF - 4" - up to 2' tall	50.00 LF @	3.21 =	160.50
28. R&R Fascia - metal - 8"	190.00 LF @	5.98 =	1,136.20
29. R&R Soffit - vinyl	190.00 SF @	5.42 =	1,029.80
30. R&R Siding - vinyl	1,584.00 SF @	4.08 =	6,462.72
31. R&R Rigid foam insulation board - 1"	1,584.00 SF @	1.23 =	1,948.32
32. R&R Wrap wood window frame & trim with aluminum sheet	10.00 EA @	199.74 =	1,997.40
33. R&R Patio/pool Enclosure - Rescreen repair where screen damaged by tree limb....	200.00 SF @	1.50 =	300.00
34. R&R Lattice work	120.00 SF @	4.58 =	549.60
this is to replace lattice under pinning front right elevation porch and side			
35. R&R Batt insulation - 10" - R30 - paper / foil faced	1,965.00 SF @	1.93 =	3,792.45
line item to replace damaged insulation under home from front elevation open due to underpinning gone from storm			
36. R&R Aluminum fence, 3' - 4' high	20.00 LF @	37.91 =	758.20
line item to replace fence damaged by fallen tree			
37. R&R Wood fence 5'- 6' high - cedar or equal	20.00 LF @	38.47 =	769.40
this line item is to replace privacy fence tree fell on. see Trees on privacy face entry.			
38. Bid Item- electric fence on chainlink perimeter damaged by tree	1.00 EA @	750.00 =	750.00
line item is to repace the stand of electric fence that is installed inside the chainlink around the perimeter.			
39. Natural gas service line	30.00 LF @	10.50 =	315.00
natural gas line damaged by tree.			
40. Replace Fencing Installer - per hour	40.00 HR @	37.51 =	1,500.40
2 guys for 20 hours each to install electric underground dog fence, electric wire around interior of chain link fence and chain link repair.			
41. Bid Item- Remove and Replace Telephone Pole	1.00 EA @	3,500.00 =	3,500.00
bid to remove and replace Telephone pole with 20' wood pole and all equipment to complete job.			

Interior Detached Builings

double garage

DESCRIPTION	QTY	UNIT PRICE	TOTAL
42. Remove Metal roofing	384.00 SF @	0.87 =	334.08
43. Replace Metal roofing	422.00 SF @	4.96 =	2,093.12
44. R&R 2" x 4" lumber (.667 BF per LF)	384.00 LF @	3.22 =	1,236.48


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garage

DESCRIPTION	QTY	UNIT PRICE	TOTAL
45. Remove Metal roofing	230.40 SF @	0.87 =	200.45
46. Replace Metal roofing	254.00 SF @	4.96 =	1,259.84
47. R&R 2" x 4" lumber (.667 BF per LF)	216.00 LF @	3.22 =	695.52

single garge

DESCRIPTION	QTY	UNIT PRICE	TOTAL
48. Remove Metal roofing	164.98 SF @	0.87 =	143.53
49. Replace Metal roofing	181.48 SF @	4.96 =	900.14
50. R&R 2" x 4" lumber (.667 BF per LF)	154.00 LF @	3.22 =	495.88

Main Level
Bathroom
Height: 8'
Subroom: Stairs (1)
Height: 9' 2"
Missing Wall
3' X 9' 2 3/8"
Opens into BATHROOM

DESCRIPTION	QTY	UNIT PRICE	TOTAL
51. R&R Fiberglass reinforced plastic (FRP) paneling w/trim	177.63 SF @	7.09 =	1,259.39
52. R&R 1/4" drywall - vinyl coated w/seam battens - mobile home	26.04 SF @	3.77 =	98.17
53. R&R Batt insulation - 10" - R30 - unfaced batt	177.63 SF @	1.83 =	325.06
54. Apply biological cleaning agent (spore-based) to the walls and ceiling	203.68 SF @	0.34 =	69.25
55. R&R Quarter round - 3/4"	22.00 LF @	1.89 =	41.58
56. Finish base shoe or quarter round - 1 coat urethane	25.22 LF @	0.64 =	16.14
57. Replace Light fixture - Detach & reset	1.00 EA @	45.61 =	45.61
58. Bathtub - Detach & reset	1.00 EA @	485.56 =	485.56
59. Toilet - Detach & reset	1.00 EA @	208.61 =	208.61
60. Clean floor	30.77 SF @	0.41 =	12.62
61. Detach & Reset Shower faucet	1.00 EA @	66.19 =	66.19
62. Detach & Reset Shower curtain rod	1.00 EA @	14.56 =	14.56
63. Detach & Reset Exhaust fan	1.00 EA @	165.32 =	165.32
64. Detach & Reset Closet Organizer - Melamine	3.00 LF @	49.36 =	148.08
65. Contents - move out then reset - Small room	1.00 EA @	40.58 =	40.58



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Double Sink

Height: 8'

DESCRIPTION	QTY	UNIT PRICE	TOTAL
66. R&R 1/4" drywall - vinyl coated w/seam battens - mobile home	32.95 SF @	3.77 =	124.22
67. Apply biological cleaning agent (spore-based) to the walls and ceiling	216.95 SF @	0.34 =	73.76
68. R&R Quarter round - 3/4"	22.00 LF @	1.89 =	41.58
69. Finish base shoe or quarter round - 1 coat urethane	23.00 LF @	0.64 =	14.72
70. Replace Light fixture - Detach & reset	1.00 EA @	45.61 =	45.61
71. Protect - Cover with plastic	33.75 SF @	0.34 =	11.48
72. Clean floor	32.95 SF @	0.41 =	13.51
73. Contents - move out then reset - Small room	1.00 EA @	40.58 =	40.58

Master Bedroom

Height: 8'

Subroom: Master Closets (1)

Height: 8'

DESCRIPTION	QTY	UNIT PRICE	TOTAL
74. R&R 1/4" drywall - vinyl coated w/seam battens - mobile home	228.07 SF @	3.77 =	859.83
75. Apply biological cleaning agent (spore-based) to the walls and ceiling	864.07 SF @	0.34 =	293.78
76. R&R Batt insulation - 10" - R30 - unfaced batt	636.00 SF @	1.83 =	1,163.88
77. Paint the ceiling - two coats	228.07 SF @	1.01 =	230.35
78. R&R Paneling-remove and replace	636.00 SF @	2.49 =	1,583.64
79. Seal & paint paneling	636.00 SF @	1.23 =	782.28
80. Protect - Cover with plastic	636.00 SF @	0.34 =	216.24
81. R&R Quarter round - 3/4"	79.50 LF @	1.89 =	150.26
82. Finish base shoe or quarter round - 1 coat urethane	79.50 LF @	0.64 =	50.88
83. Replace Light fixture - Detach & reset	2.00 EA @	45.61 =	91.22
84. Clean floor	228.07 SF @	0.41 =	93.51
85. Contents - move out then reset - Large room	1.00 EA @	81.09 =	81.09

Office

Height: 8'

DESCRIPTION	QTY	UNIT PRICE	TOTAL
86. R&R 1/4" drywall - vinyl coated w/seam battens - mobile home	106.53 SF @	3.77 =	401.62
87. Apply biological cleaning agent (spore-based) to the walls and ceiling	437.19 SF @	0.34 =	148.64
88. R&R Quarter round - 3/4"	41.33 LF @	1.89 =	78.12
89. Finish base shoe or quarter round - 1 coat urethane	41.33 LF @	0.64 =	26.45
NANCY_FINAL_FINAL			8/22/2022
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CONTINUED - Office

DESCRIPTION	QTY	UNIT PRICE	TOTAL
90. Paint the ceiling - two coats	106.53 SF @	1.01 =	107.60
91. Protect - Cover with plastic	437.19 SF @	0.34 =	148.64
92. R&R Paneling-remove and replace	330.67 SF @	2.49 =	823.36
93. Seal & paint paneling	330.67 SF @	1.23 =	406.72
94. R&R Batt insulation - 10" - R30 - unfaced batt	330.67 SF @	1.83 =	605.12
95. Apply biological cleaning agent (spore-based) to the walls and ceiling	437.19 SF @	0.34 =	148.64
96. Replace Light fixture - Detach & reset	1.00 EA @	45.61 =	45.61
97. Clean floor	106.53 SF @	0.41 =	43.68
98. Contents - move out then reset - Large room	1.00 EA @	81.09 =	81.09

General Conditions

DESCRIPTION	QTY	UNIT PRICE	TOTAL
99. Taxes, insurance, permits & fees (Bid Item) 1% of job cost..	1.00 EA @	1,114.00 =	1,114.00
100. Dumpster load - Approx. 20 yards, 4 tons of debris this line item is for debris removal for the roof and siding....	2.00 EA @	613.43 =	1,226.86
101. R&R Sheathing - OSB - 1/2" Plywood is for placement under dumpster to prevent damage to driveway.	128.00 SF @	2.30 =	294.40
102. Residential Supervision / Project Management - per hour Day 1-inspect roofing materials make sure they all have the same lot number, supervise the siding installers that will be removing the siding to properly install L flashing/head wall flashing and step flashing. Day 2-supervise the roofing crew, do Osha safety checklist and inspections, post permits and manufacturers installation procedures in temporary job box, make sure tarps are placed out- inspection with building inspector of the decking and installation of flashing and ice and water shield. Day 3-supervise exterior clean up and painter.	8.00 HR @	63.14 =	505.12
103. Replace HVAC Technician - per hour line item for the removal of damaged gas tank and line service.	8.00 HR @	89.58 =	716.64
104. Replace Siding Installer- per hour Ad exterior veneer tradesman will be removing the siding, vapor barrier, and fiber board-10 hour per elevation-10 hours per tradesman 4 elevations total of 40 hours to install the exterior veneer on the house.	40.00 HR @	73.81 =	2,952.40
105. Replace Carpenter - General Framer - per hour carpenter to stick build rafters and facial boards and general carpentry...	20.00 HR @	61.92 =	1,238.40
106. Electrician - per hour	8.00 HR @	85.24 =	681.92
NANCY_FINAL_FINAL		8/22/2022	Page: 6



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CONTINUED - General Conditions

DESCRIPTION	QTY	UNIT PRICE	TOTAL
to unhook electrical to perform construction in master bathroom where breaker box is located.			
107. Plumber - per hour	8.00 HR @	95.14 =	761.12
to detach and reset toilet and any other plumbing needed.			
108. Painter - per hour	8.00 HR @	70.90 =	567.20
painter per hour to paint all trim, paneling, window trim, corners, hand rail, post and door trim 1, 8 hour day.			
109. Job-site moving/storage container - 20' long - per month	1.00 MO @	205.00 =	205.00
this is to store home contents while construction is completed.			
110. Delivery charge (Bid Item)	2.00 EA @	125.00 =	250.00
Pickup is 125.00 and drop off 125.00 of storage container.			
111. General Laborer - per hour	96.00 HR @	36.83 =	3,535.68
3 people, 8 hours for 2 days to pack out home into storage container.			
3 people, 8 hours for 2 days to unpack storage container.			

Emergency Services

DESCRIPTION	QTY	UNIT PRICE	TOTAL
112. Roofer - per hour	8.00 HR @	79.00 =	632.00
this line item is for 2 roofers for 2 hours each to emergency tarp the roof before tree was removed and 2 roofers for 2 hours after tree was removed to protect the property from further damage...			
113. Replace Tarp - all-purpose poly - per sq ft (lab/mat) - after hrs	400.00 SF @	0.96 =	384.00
2 roofers tarped roof after storm.. 2 roofers went back after emergency tree removal to tarp where roof damaged by tree			
114. Replace Emergency service call - after business hours	1.00 EA @	259.48 =	259.48
See Attached Emergency Service Invoice			
115. Bid item- temp underpinning repairs-performed by homeowner temporary underpinning to protect mobil home from further damage	1.00 EA @	1,000.00 =	1,000.00
116. Bid Item For Emergency Tree Removal and temp repairs	1.00 EA @	11,127.50 =	11,127.50

Labor Minimums Applied

DESCRIPTION	QTY	UNIT PRICE	TOTAL
117. Finish hardware labor minimum	1.00 EA @	116.24 =	116.24

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Grand Total Areas:

1,328.30 SF Walls	393.59 SF Ceiling	1,721.89 SF Walls and Ceiling
398.32 SF Floor	44.26 SY Flooring	169.05 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	168.83 LF Ceil. Perimeter
398.32 Floor Area		442.67 Total Area
1,465.04 Exterior Wall Area		119.92 Exterior Perimeter of Walls
2,708.78 Surface Area		27.09 Number of Squares
103.96 Total Ridge Length		0.00 Total Hip Length
		421.69 Total Perimeter Length

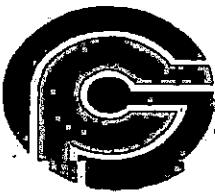


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Summary

Line Item Total	91,850.65
Material Sales Tax	2,311.90
Storage Rental Tax	19.99
Subtotal	94,182.54
Overhead	13,489.96
Profit	8,993.25
Replacement Cost Value	\$116,665.75
Net Claim	\$116,665.75



319 Vann Drive
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Jackson, Tennessee 38305
931-704-0511
E.pandgconstructionconsultants@gmail.com



EMERGENCY TREE SERVICE WORK AUTHORIZATION

This agreement for emergency services is made effective 06/8/2022 BETWEEN: Nancy Plunk at address 147 Old Bells Loop AND, P&G Construction Consultants, LLC, arising from windstorm. Our service minimum includes full site assessment o frisks (underground utilities, etc. We perform ground probing where necessary, ingress/egress martinets.

EMERGENCY TREE WORK

LIST EQUIPMENT

Skid steer
Bucket Truck
Service Truck
Dump Trailer
Dump Truck
Stump Grinder

LIST OF PERSONNEL

Supervisor
Bucket Operator
Climber
Skid Steer Operator
Sawyer
Spotter /Driver
Rigger / Laborer

SERVICE VISIT NOTES: Service required a bucket Truck. Support truck, implements, skid steer w/ support truck, Crew Truck, Dump Truck, trailer, Skid implements, and a crew of 7. All work procedures, personnel, PPE, and equipment OSHA compliant. *

*Emergency Tree Relittd Call -An administration and assessment fee for initial consult: \$ 350.00

*Emergency Roof Tarp - Performed 6/8/22 and 6/18/22 (275 ea): \$ 550.00

POINTS OF HOME IMPACT NOTES:

Once first barrier impact 1 was removed, tree was removed in 3 sections. After impact 1 was removed, barriers to impact 2 were removed in multiple lifts. Impact 2 removed in 2 pieces to avoid further damage to the home and fence. Inspection of crawlspace revealed structural movement.

OTHER STRUCTURE IMPACT NOTES:

Impact 1 removed in multiple lifts to avoid damage to shop and personal property. Difficult access/ extensive labor. Weather stopped debris removal operations. (Pending)

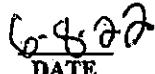
Labor - (Min. rate \$1.25.00/hr Lab/Equip) Tree industry laborer trained and properly equipped with required tools and PPE. Total accumulative Labor/Equip cost: \$ 6,400.00

DEBRIS HAULING

Hauling of debris - Moving and placing tree debris for final disposal. Includes all labor, equipment, and other charges associated with this service.

Total Tree Removal:	\$ 6,400.00
Total Debris Removal:	\$3,827.50
Total Due:	\$11,127.50


NANCY PLUNK
(Accepted).


DATE

Please Mail Payments To:
P&G Construction Consultants
319 Vann Drive Suite E-21
Jackson, TN 38305



From: P+G Construction Consultants <pandgconstructionconsultants@gmail.com>
Sent: Thursday, September 15, 2022 7:49 PM
To: John Price <JPrice@ShelterInsurance.com>
Cc: nancyplunk@yahoo.com
Subject: [EXTERNAL] DW0000003228915

Mr. Price,

Please see attached estimate and supporting documentation for the aforementioned claim number.

We are ready to begin the restoration process in the next five days, so let me know if we need a reinspection as it seems her damages far exceed her coverage amounts at this point.

Thanks

Nancy Plunk <nancyplunk@yahoo.com> Wed, Sep 28, 2022 at 9:09 AM
To: William Griffin <william@griffinlossconsultants.com>, "chadhearn.acc@gmail.com" <chadhearn.acc@gmail.com>

----- Forwarded Message -----

From: John Price <jprice@shelterinsurance.com>
To: P+G Construction Consultants <pandgconstructionconsultants@gmail.com>
Cc: nancyplunk@yahoo.com <nancyplunk@yahoo.com>; Claims Documents <claimsdocuments@shelterinsurance.com>; Pamela Schmidt <pschmidt@shelterinsurance.com>
Sent: Tuesday, September 27, 2022 at 04:27:13 PM CDT
Subject: RE: [EXTERNAL] DW0000003228915

Mr. Griffin,

Ms. Plunk's Dwelling policy pays for damage to the structure and fence, which necessarily requires removing portions of the tree from the house itself and the fence to make the repairs, but not to remove the other portions of the tree unless other coverage provisions apply. Removing the portions of the tree from the house and fence to make the repairs will be paid under the applicable limit, reducing the amount left for repairs.

The photos you provided show that a large portion of the tree was still standing after this loss. There is no specific coverage to cut down trees that were damaged by wind and as such, we cannot assist with this portion of the tree.

The policy does allow \$500 in the aggregate to remove the remains of the trees that damaged covered property due to wind. The policy states:

DEBRIS REMOVAL COVERAGES
WHAT WE INSURE UNDER THESE COVERAGES

2. OTHER PROPERTY COVERAGE

We cover the reasonable cost, up to \$500 in the aggregate, that



William Griffin <william@grif...



Fw: [EXTERNAL] DW0000003228915

2 messages

Nancy Plunk <nancyplunk@yahoo.com>

Tue, Sep 20, 2022 at 7:38 AM

To: William Griffin <william@griffinlossconsultants.com>, "chadhearn.acc@gmail.com" <chadhearn.acc@gmail.com>

----- Forwarded Message -----

From: John Price <jprice@shelterinsurance.com>

To: P+G Construction Consultants <pandgconstructionconsultants@gmail.com>

Cc: nancyplunk@yahoo.com <nancyplunk@yahoo.com>; Claims Documents <claimsdocuments@shelterinsurance.com>

Sent: Tuesday, September 20, 2022 at 07:19:24 AM CDT

Subject: RE: [EXTERNAL] DW0000003228915

Mr. Griffin,

Please break down the tree invoice. The policy will cover getting the tree off the mobile home and the fences but not taking down the tree that was still standing or removing the limbs that fell on the ground and did not damage covered property. Also, we have sent an assignment to an engineer to come out and inspect the property to determine if there is any structural damage that we missed during our inspection.

Thank you,

John Price, AIC

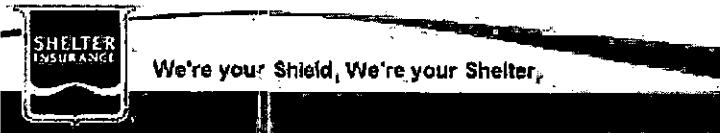
Shelter Insurance

Property Adjuster

Phone: 731-439-7665

Text: 615-778-3975

Fax: 888-742-5671



Gmail - 147 Old Bells Loop

<https://mail.google.com/mail/u/2/?ik=7818d89733&view=pt&search=a...>



Construction Consultants <pandgconstructionconsultants@gmail.com>

147 Old Bells Loop

1 message

P+G Construction Consultants <pandgconstructionconsultants@gmail.com>

To: j.pirtle@jpse-structural.com

Bcc: nancyplunk@yahoo.com

Wed, Sep 28, 2022 at 7:46 AM

See attached

[AssessmentPending.pdf](#)
14734K





October 19, 2022

Nancy Plunk
550 Catfish Ln
Crump TN 38327-3749

RE: Claim Number: DW3228915
Date of Loss: 05-26-2022
Insured: Plunk, Nancy R

Dear Ms Plunk:

We are in receipt of your October 1, 2022 demand for appraisal. To clarify, the appraisal provision of your Shelter Dwelling Policy (Policy No. 41-73-10179681-1) with Amendatory Endorsement (Form B-109.1-B) states,

APPRAISAL

If you and we fail to agree on the **market value, total restoration cost, actual cash value, or amount of loss**, as may be required in the applicable policy provision, either party may make written demand for an appraisal. Each party will select an appraiser and notify the other of the appraiser's identity within 20 days after the demand is received. The appraisers will select a competent and impartial umpire. If the appraisers are unable to agree upon an umpire within 15 days, you or we can ask a judge of a court of record in the state where the **described premises** is located to select an umpire.

The appraisers shall then appraise the **loss**, stating separately the **market value, total restoration cost, actual cash value, or loss**, to each item as may be required in the applicable policy provision. If the appraisers submit a written report of an agreement to us, the amount agreed upon shall be the **market value, total restoration cost, actual cash value, or amount of loss** as may be required in the applicable policy provision. If they cannot agree, they will submit their differences to the umpire. A written award by two will determine the **market value, total restoration cost, actual cash value, or amount of loss**. Each party will pay the appraiser it chooses, and equally pay expenses for the umpire and all other expenses of the appraisal.

We also received an estimate from P&G Construction that contains additional items than the estimate we prepared. In order to determine whether there is a dispute over any covered loss, we will need to investigate the additional claims set forth on the P&G Construction estimate. Thus, before we can move forward on your request for appraisal, we are asking for the following information which is needed to assist in our investigation:

- Please confirm whether the P&G Construction estimate represents the claim that you are making to Shelter Insurance from the May 26, 2022 event.
- If you are making your claim based upon the P&G Construction estimate, we ask that you complete the enclosed Proof of Loss for both your structure damage and any damaged personal property.
- William Griffin has contacted us on your behalf. Please let us know Mr. Griffin's role in this claim, if any.
- Provide any contracts related to this claim, including but not limited to any contract with P&G Construction and/or William Griffin.
- Provide any available photos of the damages you are claiming.
- Provide any available receipts or invoices for charges that you incurred due to this loss.

Once we have completed our investigation, we will let you know about our position on your demand for appraisal.

Sincerely,

John Price
Claims Department
Phone: 615-7783975
Fax: 888-742-5671
Email: JPrice@ShelterInsurance.com

cc:



Claim External Inbox

N

Nancy Plunk <nancyplunk@yahoo.com>
to John, MARY, me

Mr. Price,

Respectfully, my contractor and I have been trying to contact you to get this resolved for months. I have already submitted a detailed invoice for the work that was done and an estimate from a highly regarded contractor to you around the first week of June. To date, I have only received appx six thousand dollars that won't even cover the tree work.

I did get a visit from your engineer on September 28th. He walked around my property for over an hour taking pictures but never really inspected or investigated anything regarding my damaged property, nor did he advise on how my property would be fixed. He did not even get under the house to verify what we told him about the trailer moving when the tree fell -- and we still have not heard anything from him or you since that time Until now. And, you have not responded to the contractor. After living like this for over five months, I feel I have no other choice than to demand appraisal as the policy stipulates. I have learned that when one party demands appraisal, the other party has no choice other than to participate. We have no coverage dispute only your estimate of appx 10k and my contractor's estimate of over 110k, and that is our dispute on the amount of my loss. You have had more than enough time to complete an investigation of my loss and the time for doing that has long passed.

I know my rights and I am exercising them accordingly as the policy dictates and I would really appreciate it if you would do the same without further delay.

In regard to your request, here is a reminder of our timeline so far:

I opened the claim, you came out to inspect, spent hours looking around, then sent a check that I received around the first of July.

Contractor came out and gave me an invoice and an estimate – both of which I forwarded to you.

You were sent the invoice, estimate, and photos of everything that was done.

I had a claims professional meet with your engineer to discuss and verify what the damages were. However, the engineer stated he was there to "address any concerns we may have" – I still don't quite understand what he did here.

I sent the demand per the term in our contract and you have gone several days past the time to name your appraiser under the that contract term. Your request for a proof of loss is irrelevant to my appraisal demand and does not delay the appraisal process. We have a legitimate dispute on the amount of my loss and appraisal will resolve it timely. Everything you have requested from me in your letter has already been provided to you months ago, therefore, I will rely on that same information as my response. As far as my contract with P&G, there is only a verbal, their estimate, and the invoice that I signed and sent to you. Because of the delays and having to live in a damaged home open to the elements, I have hired Mr. Griffin as my Public Adjuster going forward on the claim and you can discuss these matters with him as my work schedule does not allow much leisure time these days.

Please name your appraiser by today at 3 pm to avoid any more delays so we can get my property fixed as soon as possible.

I would also like to request the following from you:

Copy of my policy and endorsement forms

All photos you and engineer took of my property during your inspections.

Copy of any reports or findings by you and your engineer.

Copy of your engineer's license and credentials.

Thank you,

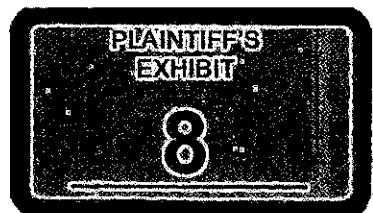
Nancy R. Plunk



Report No. 22-363

INVESTIGATION
Engineering Investigation

**Nancy Plunk
142 Old Bells Loop
Jackson, Tennessee**



For

**Shelter Insurance
Selmer, Tennessee
Adjuster: John Price**

**Claim Number: DW3228915
Date of Loss: May 26, 2022**

Project No. VCE 22-363

Prepared by:

**VCE Inc.
2604 Foster Avenue
Nashville, Tennessee 37210
(615) 781-3844**

October 10, 2022



PLAINTIFF'S
EXHIBIT

8 falsehood

FORENSIC INVESTIGATION

REPORT NO. 22-363

REPORT

NAME OF HOMEOWNER: Nancy Plunk

ADDRESS: 142 Old Bells Loop; Jackson, Tennessee

TYPE: Investigation of the residence to determine the extents of damage caused by a limb strike to main home's roof and the south shop's north roof.

Owner was not concerned about anything but getting damages repaired.

DATE OF LOSS: 05/26/22

DATE OF INVESTIGATION: 09/28/22

NATURE OF THE CLAIM: Owner is concerned about the extents of damage caused by a limb that struck the west side of the main home's roof and the south shop's north roof.

This was a tree, not a limb. There were actually 4 trees that struck the dwelling and other structures

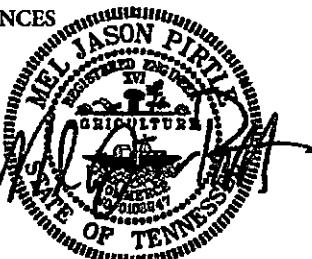
Who filed a **REPORT OF INVESTIGATION:** An investigation of the site and circumstances of the complaint was conducted by Jason Pirtle, the investigating engineer, on September 28th in the presence of William Griffin, Ms. Plunk's Independent Adjuster, and Chad Hearn, Ms. Plunk's friend. Photographs and field measurements were taken during the site visit to preserve the site at the time of the investigation. The photos relevant to the report narrative are referred to in this report by photo number. Additional photos taken during the site investigation can be provided upon request. (Refer Page 2) He does not include any of our relevant photos to deny coverage after we showed him and sent photos

CONCLUSIONS: Based on the information gathered during the investigation, I conclude the limb strike damage to the Main Home and South Shop is confined to the area of impact, as described in the report. Additional information on the causation of the other damage observed is contained within the report body. IT WAS TREES - NOT LIMBS THAT STRUCK THE HOUSE AND SHOP AND FENCES

DATED AT Nashville, Tennessee

This 10th DAY OF October, 2022

INVESTIGATORS: Mel Jason Pirtle, P.E.



HOW CAN ANYONE INSPECT FOR CAUSATION AND DETERMINE SUCH AFTER TREES ARE REMOVED FIVE MONTHS AFTER THE FACT??



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REPORT OF INVESTIGATION (continued from Page 1):

Information provided by Homeowner

On or about May 26th, a storm impacted the area at and around Ms. Plunk's home. Ms. Plunk was at home at the time of the event. Ms. Plunk was not present during the site investigation, and the investigating engineer has not been able to talk to her directly concerning the event.

TREES

It is understood the storm caused limbs from a tree, located near the west side of the home, to fall on the Main Home's roof (refer Adjuster Provided Photo 1). Additionally, the storm also caused limbs to fall the roofs located on the north side of the shop (refer Photo 18). Photos of the Main Home taken immediately after the limb strikes occurred, prior to debris removal, were not provided. THE TREES HIT THE STRUCTURES - NOT LIMBS

Weather Information Photos of the areas prior to debris removal were submitted and he shows them in his report.

A Weather Verification Report obtained from CoreLogic (refer Appendix A) did not record a wind event for the date of loss or any immediately adjacent dates. This indicates wind speeds of 58-mph or greater were not recorded within 3 miles of the Plunk home on the date of loss.

BUT IT DID HAPPEN AS EVIDENCED BY THE TREE DAMAGES AND OTHER GROUND TRUTH AND EYEWITNESSES

Historic weather data, measured at McKellar Sipes Regional Airport (located approximately 5-straight-line miles southwest of Ms. Plunk's home) obtain from Weather Underground for May 26th (<https://www.wunderground.com/history/daily/us/tn/jackson/KMKL/date/2022-5-26>) indicates maximum sustained winds of 25-mph with gusts of 33-mph (refer Appendix B). Data from May 25th and May 27th (refer Appendix C) showed maximum sustained winds of 16 and 12-mph, respectively, and gust of 25 and 0-mph, respectively.

THIS WOULD NOT BE ADMITTED AS FACT BY ANYONE - FIVE MILES AWAY IS
WHAT THIS "INVESTIGATION" IS BASED UPON.

There are five separate structures at the Plunk property – the Main Home, the North Shop, the South Shop, the North Carport and the South Carport (refer Figure 1). An assessment of the North Shop was not requested or performed.

The Main Home is a single family, one-story, pre-manufactured, double wide home with vinyl siding and a composition shingle roof (refer Figure 1, and Photos 1-7). An addition to the double wide was constructed in the southeast corner, and a pre-manufactured structure used to house the hot water heater was located on the west end of the home. It is unknown when the home was set on the property or when Ms. Plunk purchased the home.

To support the Main Home's first floor, dimensional lumber joists spanned north-to-south across a crawlspace. These joists were supported by a pair of structural steel beams that run the full, east-to-west, length of the home. These steel beam bear on a series of stacked concrete masonry unit (CMU) piers that were spaced along the beams' length. Strap tie-downs were found to be connected to the steel beam's bottom flange. The crawlspace area was enclosed with sheet metal skirting on the majority of the walls with plywood skirting being found on the southeast addition.

HE WOULD NOT EVEN GET UNDER THE EASILY ACCESSIBLE HOME BUT WRITES LIKE HE INSPECTED IT THOROUGHLY.



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The roof of the Main Home was primarily framed with pre-manufactured wood joists that span from the exterior walls to center beam. The southeast addition was conventionally framed with dimensional lumber joists supported by dimensional lumber beams and a series of wood posts. HOW COULD HE KNOW THIS WHEN HE ADMITS HE DID NOT ACCESS ATTIC

The North and South Shops' exterior walls were constructed of CMU (refer Photos 12-17). The North Shop's roof appeared to be covered with a roll-roofing material, and the South Shop's roof was metal corrugated sheets. The North Shop's interior was not reviewed to determine its roof framing system. The South Shop's roof was framed with dimensional lumber trusses that clear spanned, east-to-west, between the exterior walls.

HE DID NOT DOCUMENT THE TREE DAMAGE AND REMOVAL TO THE REAR OF THE LARGE SHOP.

Lean-to roofs were found on both the north and east sides of the South Shop. The north lean-to roof was supported by dimensional lumber framing that extended from the north exterior CMU wall to a beam bearing on wood posts, on the lean-to's west end, and a dimension lumber wall, on the north lean-to's east end. The west lean-to roof was supported by dimensional lumber framing that spanned between the east shop wall and an exterior CMU wall. THE LEAN-TO BLDG ON THE FAR LEFT WAS DAMAGED BUT NOT ENOUGH COVERAGE WAS AVAILABLE TO CLAIM IT.

Both the North and South Carports (refer Photos 8-11) were framed with dimensional lumber framing supported by dimensional lumber beams. The beams were bearing on a series of wood posts. Both roofs' surfaces were covered with metal roofing sheets.

Observations

During the site visit, the investigators reviewed the conditions of the Main Home from the exterior, the roof surface, within the crawlspace, where it could be safely accessed, and within the home's interior. The South Shop, and both Carports were observed from the interior and exterior.

In addition to visual observations, a two-foot digital laser level (Hammerhead Model HLLT24) was used to determine relative plumbness levelness of objects. Slope readings, as well as, position of the level's bubbles were used to determine conclusions of the general condition of the noted objects.

Additionally, a General Tools Pin-less Moisture Meter (MM8) was used, where needed, to determine the moisture content of the materials, where applicable. This meter gives a relative reading to indicate moistures in the materials. For wood and flooring materials, the meter shows low moisture levels at 14% and below, medium moisture levels at 15 to 17%, and high moisture levels greater than 17%. For sheetrock surfaces, the meter shows low moisture levels at 30% and below, medium moisture levels at 31 to 70%, and high moisture levels greater than 70%. NO DOCUMENTATION SUPPORTS THAT THIS WAS EVEN PERFORMED BY HIM.

The observations are as follows:



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THE WIND DAMAGED A UTILITY POLE BUT SOMEHOW MISSED
EVERYTHING ELSE ??

Site Conditions:

1. The top of the electrical service pole, located immediately adjacent to the north façade, was found to be deflected in the northwest direction, and the top of the power pole, located near the driveway edge, was deflected in the south and southeast direction (refer Photos 18 and 19).
2. The wire extending from the power pole to the feeder pole was found to be slacked and bent (refer Photo 20).
3. The cable guide at the top of the feeder pole was found to be bent in the northwest direction (refer Photo 21).
4. The top rail of the chain link fence, located west of the home, was found to be bent (refer Photo 22). **THIS WAS LIMB DAMAGE!**
5. A section of the top rail of the wood fence located on the west side of the property was found to be broken (refer Photo 23). No indications of impacted damage were noted on the tops of the fence slats in this area (refer Photo 24).
6. Mr. Hearn mentioned damage to a gas line and an underground dog fence. Damage to these items were not able to be observed.

HE WAS PROVIDED PHOTOS OF EVERYTHING AND OUR TESTIMONY

Main Home Exterior:**West Façade (refer Photo 1):****#1 is a lie.**

4. No obvious signs wind or impact damage were noted to the siding (refer Photos 25 and 26).
2. Exterior wall appeared to be visually plumb, and the wall was found to be near plumb, were measured. **NOTE OUR PHOTOS REFUTING THESE STATEMENTS**
3. No damage was noted to the window (refer Photo 26).
4. No wind or impact damage was noted to the soffit (refer Photo 27).
5. The fascia was separated at the northwest corner (refer Photo 28). A tarp covered the fascia in this area limiting observations.
6. The balance of the fascia showed no signs of wind or impact related damage.
7. The bottom of the skirting was found to be deflected inward near the southwest corner (refer Photo 29). No indications of impact related damage to the skirting were noted.
8. No indications of wind or impact related damage were noted to the water heater building locations immediately adjacent to the west façade (refer Photos 30-33).
9. Torn shingles were found along the east edge of the water heater building's north roof facet (refer Photo 34).
10. The shingles on the water heater's building's south roof facet showed significant signs of age-related damage including granular loss, curling, and deterioration (refer Photo 32). **TREE LIMBS STRUCK IT**
11. The north porch post of the water heater building showed signs of environmental exposure related deterioration.
12. No indication of relative movement between the Main Home's west wall and the hot water heater building were noted (refer Photos 35 and 36).

THAT IS BECAUSE EVERYTHING HAD BEEN TEMPORARILY RESET SEVERAL MONTHS PRIOR.



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North Façade (refer Photos 2 and 3):

1. No obvious signs of event related wind or impact damage were noted to the siding (refer Photos 37 and 38).
2. Exterior wall appeared to be visually plumb, and the wall was found to be near plumb, were measured.
3. No obvious signs of event related damage to the doors or windows were found (refer Photos 37 and 38).
4. No wind or impact damage was noted to the soffit
5. The fascia was separated at the northwest corner and extending a distance of approximately 15-feet (refer Photo 39 and 40). A tarp covered the fascia in this area limiting observations.
6. The balance of the fascia showed no signs of wind or impact related damage.
7. No wind or impact related damage to the door overhang roof was observed (refer Photo 41).
8. The bottom of the skirting was found to be deflected inward and punctured adjacent to the HVAC unit (refer Photo 42). **THIS IS A LIE**

East Façade (refer Photos 4 and 5):

1. No obvious signs of event related wind or impact damage were noted to the siding (refer Photos 43). **BLATANT LIE - HE HAS THE PHOTOS PROVING IT TOO.**
2. Exterior wall appeared to be visually plumb, and the wall was found to be near plumb, were measured. **WHAT DOES THIS EVEN MEAN ?**
3. No obvious signs of event related damage to the windows were found (refer Photo 43).
4. No wind or impact related damage to the soffit or fascia was observed (refer Photo 44). **THIS IS A LIE -- SEE OUR PHOTOS**
5. Some of the skirting near the southeast corner of the home had been replaced with plywood (refer Photo 43). The condition of the skirting in this area prior to and immediately following the storm is unknown to the investigating engineer.

South Façade (refer Photos 6 and 7):

1. A section of siding above the center window was found to be missing (refer Photo 45).
2. No obvious signs of wind or impact damage were noted on the balance of the wall cladding (refer Photos 45-47).
3. Exterior wall appeared to be visually plumb, and the wall was found to be near plumb, were measured.
4. No obvious signs of event related damage to the windows or doors were found (refer Photo 45-47).
5. A section of screen was torn on the west side of the porch (refer Photo 45). No other screen material appeared to be damaged.
6. Beginning at the southwest corner, a section of the soffit and fascia had been removed and a portion of the fascia was detached for a distance of



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approximately 16-feet from the southwest corner (refer Photo 45 and 48).

7. The framing behind the removed fascia was found to be deteriorated likely from long term moisture exposure (refer Photos 49 and 50).
8. The removed fascia also exposed the area of decking and roof framing that was impacted on the southwest corner. Damage from the impact was noted on both the decking and trusses in this area (refer Photos 51 and 52). Signs of deterioration from long term moisture exposure were noted on both the decking and truss. AND THESE ARE CONDITIONS THAT MUST BE ABATED
9. The fascia had been removed from the west face of the porch (refer Photo 45). The exposed framing appeared to be damaged from long term moisture exposure.
10. No obvious signs of damage to the balance of the soffit or fascia were observed (refer Photo 53). HAS TO BE REPLACED TO MAINTAIN UNIFORMITY AND IS DETERIORATED
11. The bottom of the skirting was found to be deflected inward near the southwest corner (refer Photo 29). No indications of impact related damage to the skirting were noted.
12. Some of the skirting near the southeast corner or the home had been replaced with plywood (refer Photos 6). The condition of the skirting in this area prior to and immediately following the storm is unknown to the investigating engineer.

YES IT IS KNOWN - HE HAS PHOTOS AND TESTIMONY

Roof:

1. Tarpred areas were found in two locations on the west end of the roof in the north and south corners (refer Photos 54 and 55). Tarps were not removed during the site assessment, and the condition of the roof below the tarps was not observed.
2. Damage to the shingles was found in various locations on both the north and south facets for a distance of approximately 18-feet from the roof's west edge. The damage included missing shingles, torn shingles, impacted shingles and abraded shingles (refer Photos 56-63).
3. Near the tarped areas, the attic turbine and vent cover were found to be damaged (refer Photos 64 and 65).
4. Some damage to shingles was also found away from the tarped areas towards the east end of the roof. This damage included missing shingles, creased shingles, and impacted shingles (refer Photos 66-69).
5. The attic turbine near the east end was found to be displaced (refer Photo 70).
6. Unbonded shingles were found in numerous locations.
7. The deck surface was found to be deflected in numerous locations causing the surface to undulate (refer Photo 71). This was most noticeable on the north roof facet.
8. Some areas of the deck were found to be soft when walked upon.

Crawlspace:

1. The crawlspace opening was located on the west wall of the home near the northwest corner. The number of items within the crawlspace opening did not allow the investigating engineer to safely enter the crawlspace, and observations

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were made at the opening.

2. The main beam were found to be bearing on stacked CMU piers (refer Photos 72 and 73). No indication of movement of the beam or the piers were noted.
3. The beams were attached to strap tie-downs (refer Photo 74). The tension in the strap did not indicate the trailer had laterally deflected.
4. The cross brace between beams was found to extend over the area where tires had been stored (refer Photo 75). This cross brace is not a load bearing element and was not bearing on the tires in any location. Indications of tire movement are not indications of trailer movement.
5. No indications of impact related floor framing damage was noted.

Main Home Interior:

West Bedroom, Closet, and Bath (refer Photos 76):

1. A stain on the ceiling was found at the center beam location on the west side (refer Photo 77). The moisture content on the stain was found to be 0% (refer Photo 78).
2. No ceiling staining was found in the balance of the bedroom.
3. No wall finish damage was noted, and no indications of storm-related damage were observed.
4. A ceiling stain with indication of mold growth were found in the east side of the closet (refer Photo 79). Boxes in the area did not allow full observations of the ceiling of the area.
5. No ceiling damage was found in the balance of the closet.
6. No wall damage was noted in the closet.
7. Ceiling stains and mold growth were noted along the west and east sides of the water closet area of the Bath (refer Photos 80-82).
8. No ceiling damage was found in the balance of the Bath's water closet or in the sink area.
9. No wall damage was noted in the Bath's water closet and sink area.
10. The floor deck deflected downward in front of the tub when stepped upon. This did not appear to be related to the event in question and is likely caused by long-term moisture exposure.

Sewing Room (refer Photo 83):

1. No staining on or impact or wind related damage to the ceiling finishes was noted.
2. The ceiling was uplifted along the south wall (refer Photo 84). This did not appear to be related to the event in question.
3. No staining on or damage to the wall finishes was found.
4. A soft spot in the floor was found at the transition into the Kitchen. This did not appear to be related to the event in question.

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Kitchen (refer Photo 85):

1. Ceiling staining was noted in the west entry from the Sewing Room (refer Photo 86). The staining did not appear to be related to a roof leak.
2. The ceiling panels were uplifted along some of the cabinets. This did not appear to be related to the event in question.
3. No staining was found on the balance of the ceiling.
4. No impact or wind related damage to the ceiling or wall finishes was noted.

Living Room and Dining Room (refer Photo 87):

1. No staining on or impact or wind related damage to the ceiling finishes was noted.
2. The ceiling was uplifted along the south wall (refer Photo 88). This did not appear to be related to the event in question.
3. No staining on or damage to the wall finishes was found.

Laundry Room (refer Photo 89):

1. No staining on or impact/wind-related damage to the ceiling finishes was noted.
2. No staining on or damage to the wall finishes was found.

Northeast Bedroom (refer Photo 90):

1. No staining on or impact/wind-related damage to the ceiling finishes was noted.
2. No staining on or damage to the wall finishes was found.

Southeast Bedroom (refer Photo 91):

1. No staining on or impact/wind-related damage to the ceiling finishes was noted.
2. No staining on or damage to the wall finishes was found.

South Bath (refer Photo 92):

1. A stain on the ceiling was found along the west wall (refer Photo 93).
2. No staining on or impact/wind-related damage to the balance of the ceiling finishes was noted.
3. No staining on or damage to the wall finishes was found.

North and South Carports (refer Photos 8-11):

1. The top of the South Carport's southwest column was found to be deflected to the east such that the column was out of plumb by 6.4-degrees (refer Photo 8).
2. No damage or signs or movement were found at this column's base or top connection (refer Photos 94 and 95).
3. No roof or roof framing damage was noted to either carport (refer Photos 96-98).

4. No damage to the lattice wall covering was noted with the exception of small sections on the South Carport's south columns.

South Shop (refer Photos 14-17):

1. No obvious signs of impact or wind related damage was noted to the exterior walls that could be observed.
2. A pane in the southwest window was found to be broken (refer Photo 15).
3. No impact or wind related damage was noted on the balance of the windows or doors.
4. No obvious signs of impact or wind related damage was observed on the roof or roof framing (refer Photos 99-103).
5. Roof and wall framing for the north storage room's roof was found to be damaged by a limb strike (refer Photos 104 and 105). The shed's roofing was also damaged by strike, but it appears the framing was undamaged (refer Photos 106 and 107).

Analysis and Conclusion

Since no immediate post event photos were not available for review, the size of the limb that struck the Main Home, as well as, the exact location and orientation of the strike is not known to the investigating engineer. However, based on the tarped areas and the damage to the shingles along the west side of the roof, it appears the damage from the limb strike in question was confined to the west area of the roof surfaces. The damaged area appeared to extend approximately 18-feet from the west roof edge on both the north and south roof facets.

It is apparent the damage to the shingles, decking, and framing along the north and south roof facets on the west side, the soffit and fascia damage on the north, west and south roof edges, as well as, the missing siding on the south facade were all caused by the impact event. Additionally, it appears the damage found to the west roof vent and turbine is related to the event in question.

While a limited amount of ceiling staining was found in the west area of the home, one would expect to find water damage on the ceiling in this area, particularly where the decking was damaged. However, the investigating engineer was unable to directly observe the attic area to confirm the extents of damage present.

Beyond the damage seen to the roofing, decking and roof framing, it does not appear other structural elements on the west end of the Main Home were damaged. No impact or wind damage indicators were seen on the north, south, and west exterior walls. No signs of floor framing damage or failure due to impact or wind forces were seen, which would be highly unlikely considering the exterior walls were also undamaged. The beam bearing locations, as well as, the relative location of the hot water building to the west façade did not show the trailer had displaced laterally. This evidence is consistent with the plumbness of the exterior walls. The undulations in the roof decking do not appear to be event related and are likely result of issues with support or thermal/moisture damage to the decking.

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Roof covering damage and a displaced roof turbine were found near the center of the roof, away from the area of impact. While the damage seen is consistent with a wind related event, the wind speed data that could be collected only on the date of loss shows maximum gusts of 33-mph. One would not expect roofing damage like that seen at a wind speed of this magnitude unless the shingles were compromised (unbonded, etc.). The lack of damage to more damage-prone items on the site (open carport roof covering, wood fence, satellite dish, etc.) supports this evidence.

While a definite conclusion on the causation of the roofing damage away from the area of impact cannot be made, the evidence does not point to the damage being related to the event in question. However, the roofing damage found away from the point of impact does not appear to be large enough in scale to cause water infiltration into the home below these areas.

Additionally, the west porch fascia was missing, and a section of screen was found to be torn on the west side of the porch. Both these items were located away from the point of impact, and, as outlined above, the wind speeds and lack of damage nearby to adjacent fascia, are not consistent with this damage being caused by the storm event in question.

Small areas of skirting on the north, west, and south walls near the west end of the home appeared to have been deflected inward and/or punctured during the event. It also appears some areas of skirting may have been replaced on portions of the east and southeast walls. It is unknown if this replacement was done to repair damage that occurred during the event. However, the impact would not have affected this area, and one would not expect the wind speeds that occurred on the day of loss to damage the skirting in this manner, especially when considering the lack of skirting damage on the more exposed area along the north, west and south sides of the home.

Outside of the direct damage to the Main Home, the limb strike appears to have damaged the electrical feed, deflected, and damaged both the power and feeder poles, and bent the top rail of the chain link fence adjacent to the west side of the home. Mr. Hearn spoke of damage to a gas line, as well as, an underground dog fence, but these items were not able to be reviewed during the site assessment.

At the South Shop, limbs did impact the north storage room's roof and adjacent lean-to. The limb strikes appeared to have damaged the storage room's roofing, roof framing and wall framing, as well as, the lean-to's roofing. A determination could not be made on whether this limb strike occurred during the same storm that caused the limb strike on the Main Home.

Beyond the damage listed above, no evidence of impact or wind damage was noted on the property's other structures. While a section of top rail on the west fence was found to be broken, no evidence of impact on the top slats or rails, itself, was noted. It is unlikely the single pane on the South Shop's window was broken during the event considering no other window damage was found on that window. The lack of damage to the South Carport's column base or top connection is evidence that the deflection occurred prior to the storm event. Lack of further damage to the North and South Carports support this conclusion.

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Therefore, based on the evidence collected, I conclude the limb strike damage to the Main Home and South Shop is confined to the area of impact, as described above.

Disclaimer:

The noted condition of all elements was determined based on limited visual observations of the exposed structure, unless noted otherwise. Determinations were not made as to the structural capacity or stability of any of the structural elements and in no way should this investigation be interpreted to suggest that the structure will meet any of the previous or current building code structural requirements.

This report should not be considered a comprehensive assessment of all damage that may be present. Lengths and areas of damage items listed should be considered estimates that must be field verified during the repair process. Additionally, damage to structural components not noted in this report may be uncovered to the debris removal and reconstruction processes. When encountered, the contractor should contact this office for additional instructions when needed.

All repairs and reconstruction shall be performed in compliance with the 2018 International Residential Code (2018 IRC). Where not specifically detailed, sizes and spacing of all structural items (foundations and framing), as well as, all connections shall meet the prescriptive requirements details in the 2018 IRC. If additional guidance is needed, the repair contractor shall contact this office for additional instructions.

The investigators reserve to right to amend this report if additional information becomes available.

APPENDIX A:
CoreLogic Wind Verification Report



Wind Verification Report

Claim or Reference #	DW3228915
Insured/Property Owner	Nancy Plunk
Coordinates	Latitude 35.668813, Longitude -88.900144
Date Range	Jan 01, 2009 to Oct 02, 2022
Report Generated	October 3rd, 2022 at 22:06:06 UTC

Storm Events

Date	At Location	Estimated Maximum Windspeed		
		Within 1 Miles	Within 3 Miles	Within 10 Miles
Jun 6, 2022	53 MPH	56 MPH	65 MPH	72 MPH
Mar 30, 2022	69 MPH	71 MPH	77 MPH	79 MPH
Dec 10, 2021	54 MPH	57 MPH	64 MPH	67 MPH
Jul 31, 2021	58 MPH	61 MPH	67 MPH	68 MPH
Jul 10, 2021	55 MPH	58 MPH	64 MPH	65 MPH
Jul 8, 2021	58 MPH	60 MPH	65 MPH	66 MPH
Mar 27, 2021	48 MPH	52 MPH	59 MPH	68 MPH
Mar 17, 2021	57 MPH	59 MPH	65 MPH	66 MPH
Jul 12, 2020	54 MPH	57 MPH	65 MPH	68 MPH
May 3, 2020	57 MPH	59 MPH	63 MPH	65 MPH
Mar 28, 2020	52 MPH	54 MPH	68 MPH	59 MPH
Jun 19, 2019	52 MPH	54 MPH	59 MPH	68 MPH
Jul 6, 2018	59 MPH	62 MPH	66 MPH	67 MPH
Jul 5, 2018	58 MPH	62 MPH	67 MPH	68 MPH
Jun 28, 2018	56 MPH	58 MPH	64 MPH	67 MPH
Jun 21, 2018	59 MPH	62 MPH	67 MPH	68 MPH
May 20, 2018	49 MPH	52 MPH	58 MPH	67 MPH
May 15, 2018	62 MPH	63 MPH	67 MPH	67 MPH

Date	At Location	Estimated Maximum Windspeed		
		Within 1 Miles	Within 3 Miles	Within 10 Miles
Jul 5, 2017	46 MPH	52 MPH	59 MPH	66 MPH
May 27, 2017	54 MPH	56 MPH	58 MPH	62 MPH
Feb 7, 2017	47 MPH	51 MPH	59 MPH	62 MPH
Nov 18, 2016	59 MPH	62 MPH	65 MPH	65 MPH
Aug 5, 2015	54 MPH	55 MPH	61 MPH	70 MPH
Jul 14, 2015	52 MPH	53 MPH	61 MPH	67 MPH
Jun 8, 2015	59 MPH	62 MPH	69 MPH	73 MPH
May 30, 2015	62 MPH	65 MPH	69 MPH	72 MPH
Jul 14, 2014	54 MPH	58 MPH	66 MPH	69 MPH
Jun 7, 2014	60 MPH	62 MPH	68 MPH	69 MPH
Jun 5, 2014	57 MPH	59 MPH	65 MPH	67 MPH
Dec 21, 2013	52 MPH	53 MPH	60 MPH	65 MPH
Jul 18, 2013	52 MPH	57 MPH	60 MPH	68 MPH
May 30, 2013	55 MPH	58 MPH	67 MPH	69 MPH
Jan 29, 2013	64 MPH	69 MPH	74 MPH	74 MPH
Sep 5, 2012	59 MPH	61 MPH	66 MPH	67 MPH
Jun 11, 2012	56 MPH	59 MPH	64 MPH	64 MPH
Jun 3, 2012	56 MPH	57 MPH	64 MPH	66 MPH
Jan 22, 2012	51 MPH	54 MPH	59 MPH	63 MPH
May 25, 2011	53 MPH	55 MPH	59 MPH	60 MPH
Apr 25, 2011	67 MPH	70 MPH	74 MPH	76 MPH
Apr 19, 2011	55 MPH	57 MPH	61 MPH	68 MPH
Apr 4, 2011	54 MPH	58 MPH	60 MPH	66 MPH
Feb 24, 2011	66 MPH	70 MPH	78 MPH	86 MPH
Nov 25, 2010	47 MPH	49 MPH	58 MPH	69 MPH
Aug 5, 2010	44 MPH	52 MPH	61 MPH	63 MPH
Jun 25, 2010	51 MPH	54 MPH	59 MPH	61 MPH
May 1, 2010	48 MPH	50 MPH	60 MPH	84 MPH
Apr 24, 2010	63 MPH	65 MPH	71 MPH	73 MPH
Sep 6, 2009	57 MPH	61 MPH	67 MPH	67 MPH
Jul 15, 2009	62 MPH	65 MPH	70 MPH	70 MPH
Jul 4, 2009	52 MPH	55 MPH	62 MPH	63 MPH
Jun 15, 2009	69 MPH	71 MPH	77 MPH	77 MPH
Jun 3, 2009	54 MPH	60 MPH	65 MPH	65 MPH
Jun 2, 2009	57 MPH	58 MPH	66 MPH	67 MPH

Estimated Maximum Windspeed				
Date	At Location	Within 1 Miles	Within 3 Miles	Within 10 Miles
Feb 11, 2009	55 MPH	57 MPH	63 MPH	72 MPH

- Wind dates begin at 6am CST on the indicated day and end at 6am CST the following day.
- Dash "—" indicates 58 MPH or higher wind was detected within 3 miles, but winds at location were less than 40 MPH.
- Report contains all wind events where winds of 58 MPH or greater were detected within 3 miles of the location.
- Wind speeds being reported within this report represent 3-second wind gusts at 10 meters; starting at 40 MPH and increasing in 1 MPH increments.
- This report contains wind events between Jan 01, 2009 and Oct 02, 2022.

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APPENDIX B:
Weather Underground Historic Weather Data – May 26th



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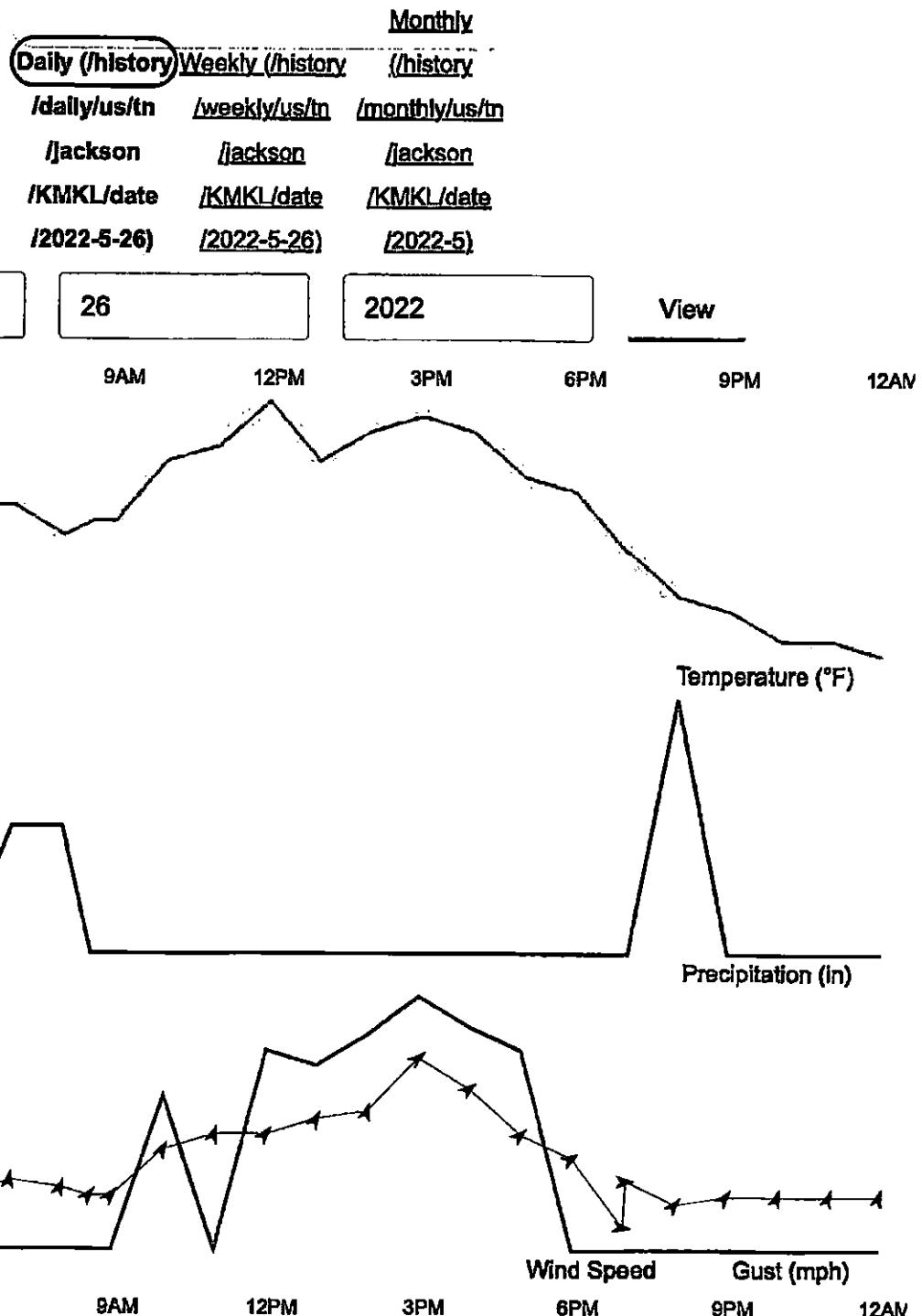
Jackson, TN Weather History

79° MC KELLAR-SIPES RGNL STATION (/DASHBOARD
/PWS/KTNJACK88?CM_VEN=LOCALWX_PWS DASH) | CHANGE

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WAS NOT EVEN LOGGED IN TO THE SITE AS SHOWN ABOVE IN RIGHT CORNER. THIS IS NOT
A METEROLOGIST BACKED WEATHER REPORT - IT IS A DAILY GENERIC TAKEN FROM OPEN
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- [HOURLY \(/HOURLY/US/TN/JACKSON/KMKL\)](#)
- [10-DAY \(/FORECAST/US/TN/JACKSON/KMKL\)](#)
- [CALENDAR \(/CALENDAR/US/TN/JACKSON/KMKL\)](#)
- [HISTORY \(/HISTORY/DAILY/US/TN/JACKSON/KMKL\)](#)
- [WUNDERMAP \(/WUNDERMAP?LAT=35.614&LON=-88.818\)](#)



Summary

Temperature (°F)	Actual	Historic Avg.	Record	▲
High Temp	75	82.5	93	
Low Temp	58	60.7	46	
Day Average Temp	67.94	71.6	-	
Precipitation (in)	Actual	Historic Avg.	Record	▲
Precipitation (past 24 hours from 11:53:00)	0.25	-	-	
Dew Point (°F)	Actual	Historic Avg.	Record	▲
Dew Point	60.62	-	-	
High	66	-	-	
Low	54	-	-	
Average	60.62	-	-	
Wind (mph)	Actual	Historic Avg.	Record	▲
Max Wind Speed	25	-	-	
Visibility	10	-	-	
Sea Level Pressure (in)	Actual	Historic Avg.	Record	▲
Sea Level Pressure	29.42	-	-	
Astronomy	Day Length	Rise	Set	▲
Actual Time	14h 17m	5:44 AM	8:02 PM	
Civil Twilight		5:15 AM	8:31 PM	
Nautical Twilight		4:39 AM	9:07 PM	
Astronomical Twilight		4:00 AM	9:46 PM	
Moon: waning crescent		3:41 AM	4:37 PM	

Daily Observations

Time	Temperature	Dew Point	Humidity	Wind	Wind Speed	Wind Gust	Pressure	Preci
12:04 AM	69 °F	66 °F	90 %	S	7 mph	0 mph	29.42 in	0.0 in
12:50 AM	70 °F	66 °F	88 %	S	10 mph	21 mph	29.41 in	0.0 in
12:53 AM	70 °F	66 °F	87 %	S	12 mph	0 mph	29.41 in	0.0 in
1:13 AM	70 °F	66 °F	87 %	S	14 mph	18 mph	29.41 in	0.0 in
1:53 AM	69 °F	66 °F	90 %	S	13 mph	18 mph	29.39 in	0.0 in
2:40 AM	69 °F	66 °F	90 %	SSW	9 mph	0 mph	29.41 in	0.0 in
2:53 AM	69 °F	66 °F	90 %	WSW	6 mph	0 mph	29.41 in	0.0 in
3:07 AM	69 °F	66 °F	90 %	CALM	0 mph	0 mph	29.38 in	0.0 in
3:25 AM	68 °F	65 °F	87 %	S	0 mph	0 mph	29.39 in	0.0 in
3:53 AM	69 °F	65 °F	87 %	S	12 mph	0 mph	29.38 in	0.0 in
4:53 AM	68 °F	66 °F	93 %	S	8 mph	0 mph	29.36 in	0.0 in
5:01 AM	68 °F	66 °F	93 %	S	6 mph	0 mph	29.36 in	0.0 in
5:16 AM	68 °F	66 °F	93 %	S	9 mph	0 mph	29.37 in	0.0 in
5:53 AM	68 °F	66 °F	93 %	S	6 mph	0 mph	29.38 in	0.0 in
6:53 AM	68 °F	66 °F	93 %	S	9 mph	0 mph	29.38 in	0.0 in
7:53 AM	66 °F	59 °F	78 %	SSW	8 mph	0 mph	29.40 in	0.0 in
8:27 AM	67 °F	59 °F	76 %	SW	7 mph	0 mph	29.40 in	0.0 in
8:53 AM	67 °F	58 °F	73 %	SW	7 mph	0 mph	29.40 in	0.0 in
9:53 AM	71 °F	59 °F	66 %	SSW	13 mph	20 mph	29.40 in	0.0 in
10:53 AM	72 °F	57 °F	59 %	SSW	15 mph	0 mph	29.38 in	0.0 in
11:53 AM	75 °F	56 °F	51 %	SW	15 mph	26 mph	29.38 in	0.0 in
12:53 PM	71 °F	54 °F	55 %	SSW	17 mph	24 mph	29.38 in	0.0 in
1:53 PM	73 °F	56 °F	55 %	SSW	18 mph	28 mph	29.36 in	0.0 in
2:53 PM	74 °F	54 °F	50 %	SW	25 mph	33 mph	29.34 in	0.0 in
3:53 PM	73 °F	54 °F	51 %	SW	21 mph	29 mph	29.35 in	0.0 in
4:53 PM	70 °F	54 °F	57 %	SW	15 mph	26 mph	29.37 in	0.0 in
5:53 PM	69 °F	55 °F	61 %	WSW	12 mph	0 mph	29.38 in	0.0 in
6:53 PM	65 °F	57 °F	75 %	W	3 mph	0 mph	29.38 in	0.0 in
6:56 PM	65 °F	57 °F	75 %	W	9 mph	0 mph	29.38 in	0.0 in
7:53 PM	62 °F	58 °F	86 %	SW	6 mph	0 mph	29.40 in	0.0 in

Time	Temperature	Dew Point	Humidity	Wind	Wind Speed	Wind Gust	Pressure	Precl
8:53 PM	61 °F	57 °F	87 %	SW	7 mph	0 mph	29.40 in	0.0 in
9:53 PM	59 °F	57 °F	93 %	SSW	7 mph	0 mph	29.41 in	0.0 in
10:53 PM	59 °F	56 °F	90 %	SSW	7 mph	0 mph	29.41 in	0.0 in
11:53 PM	58 °F	56 °F	93 %	SSW	7 mph	0 mph	29.40 in	0.0 in

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APPENDIX C:
Weather Underground Historic Weather Data - May 25th and 27th

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35.61 °N, 88.82 °W

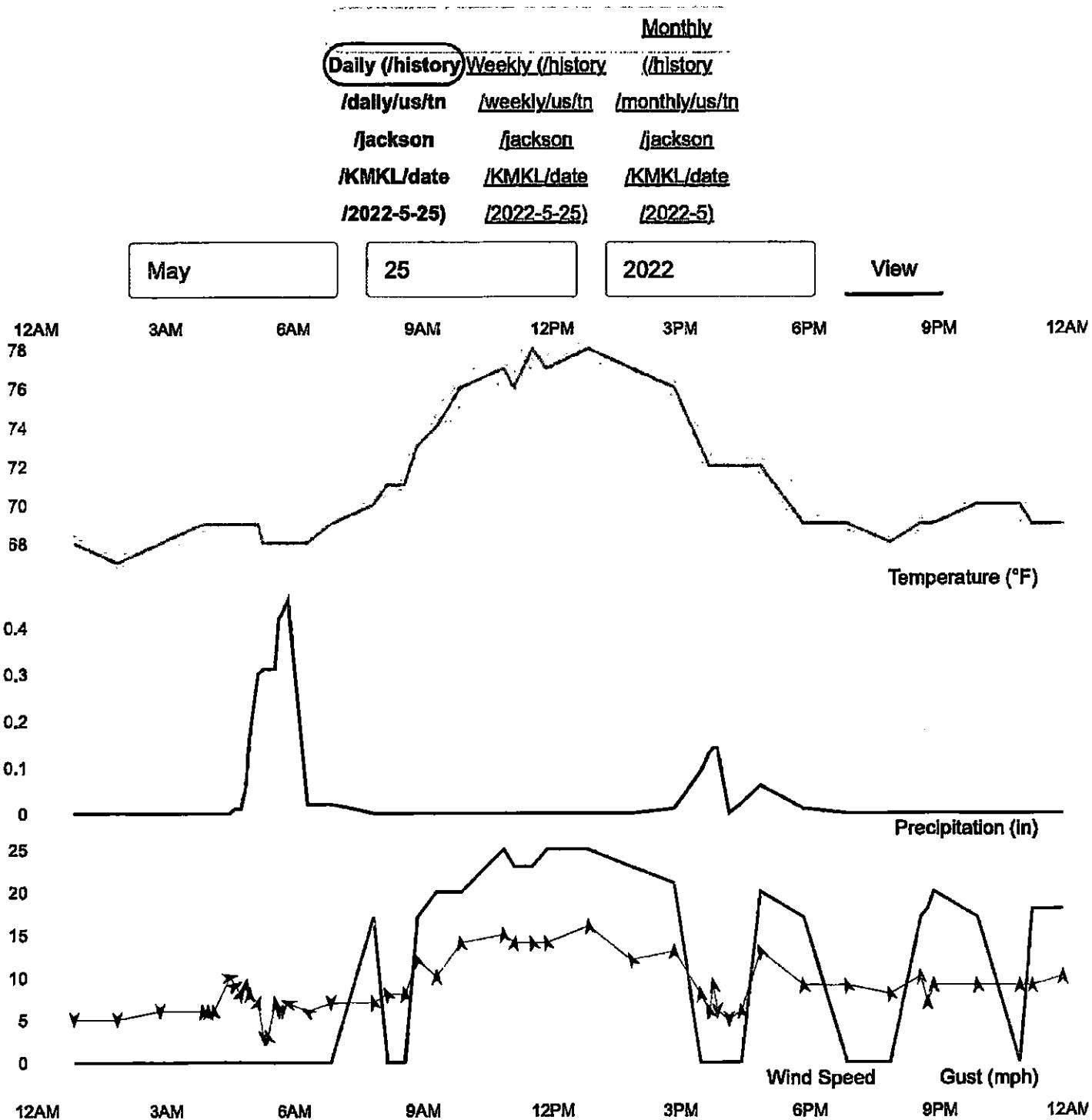
Jackson, TN Weather History

 **79° MC KELLAR-SIPES RGNL STATION ([/DASHBOARD](#)**

[/PWS/KTNJACKS88?CM_VEN=LOCALWX_PWSDASH](#)) | [CHANGE](#) 

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- [HOURLY \(/HOURLY/US/TN/JACKSON/KMKL\)](#)
- [10-DAY \(/FORECAST/US/TN/JACKSON/KMKL\)](#)
- [CALENDAR \(/CALENDAR/US/TN/JACKSON/KMKL\)](#)
- [HISTORY \(/HISTORY/DAILY/US/TN/JACKSON/KMKL\)](#)
- [WUNDERMAP \(/WUNDERMAP?LAT=35.614&LON=-88.818\)](#)



Summary

Temperature (°F)	Actual	Historic Avg.	Record	▲
High Temp	78	82.3	93	
Low Temp	67	60.5	46	
Day Average Temp	70.78	71.4	-	
Precipitation (in)	Actual	Historic Avg.	Record	▲
Precipitation (past 24 hours from 11:53:00)	0.75	-	-	
Dew Point (°F)	Actual	Historic Avg.	Record	▲
Dew Point	67.38	-	-	
High	71	-	-	
Low	65	-	-	
Average	67.38	-	-	
Wind (mph)	Actual	Historic Avg.	Record	▲
Max Wind Speed	16	-	-	
Visibility	10	-	-	
Sea Level Pressure (in)	Actual	Historic Avg.	Record	▲
Sea Level Pressure	29.47	-	-	
Astronomy	Day Length	Rise	Set	▲
Actual Time	14h 16m	5:45 AM	8:01 PM	
Civil Twilight		5:16 AM	8:31 PM	
Nautical Twilight		4:40 AM	9:06 PM	
Astronomical Twilight		4:01 AM	9:45 PM	
Moon: waning crescent		3:15 AM	3:37 PM	

Daily Observations

Time	Temperature	Dew Point	Humidity	Wind	Wind Speed	Wind Gust	Pressure	Preci
12:53 AM	68 °F	66 °F	93 %	VAR	5 mph	0 mph	29.45 in	0.0 in
1:53 AM	67 °F	66 °F	97 %	VAR	5 mph	0 mph	29.45 in	0.0 in
2:53 AM	68 °F	66 °F	93 %	VAR	6 mph	0 mph	29.44 in	0.0 in
3:53 AM	69 °F	67 °F	93 %	S	6 mph	0 mph	29.45 in	0.0 in
4:00 AM	69 °F	67 °F	93 %	S	6 mph	0 mph	29.45 in	0.0 in
4:08 AM	69 °F	67 °F	93 %	S	6 mph	0 mph	29.45 in	0.0 in
4:31 AM	69 °F	67 °F	93 %	W	10 mph	0 mph	29.46 in	0.0 in
4:38 AM	69 °F	67 °F	93 %	WSW	9 mph	0 mph	29.45 in	0.0 in
4:46 AM	69 °F	67 °F	93 %	SSW	8 mph	0 mph	29.45 in	0.0 in
4:53 AM	69 °F	67 °F	93 %	S	9 mph	0 mph	29.46 in	0.1 in
4:58 AM	69 °F	67 °F	93 %	S	8 mph	0 mph	29.46 in	0.2 in
5:10 AM	69 °F	68 °F	96 %	SSW	7 mph	0 mph	29.45 in	0.3 in
5:18 AM	68 °F	67 °F	96 %	SE	3 mph	0 mph	29.44 in	0.3 in
5:24 AM	68 °F	67 °F	96 %	SSE	3 mph	0 mph	29.45 in	0.3 in
5:35 AM	68 °F	67 °F	96 %	S	7 mph	0 mph	29.47 in	0.3 in
5:40 AM	68 °F	67 °F	96 %	VAR	6 mph	0 mph	29.46 in	0.4 in
5:44 AM	68 °F	67 °F	96 %	VAR	6 mph	0 mph	29.45 in	0.4 in
5:53 AM	68 °F	67 °F	96 %	ESE	7 mph	0 mph	29.44 in	0.5 in
6:20 AM	68 °F	67 °F	96 %	ESE	6 mph	0 mph	29.44 in	0.0 in
6:53 AM	69 °F	67 °F	93 %	VAR	7 mph	0 mph	29.43 in	0.0 in
7:53 AM	70 °F	68 °F	87 %	SSE	7 mph	17 mph	29.44 in	0.0 in
8:12 AM	71 °F	67 °F	87 %	SSE	8 mph	0 mph	29.44 in	0.0 in
8:36 AM	71 °F	68 °F	90 %	S	8 mph	0 mph	29.44 in	0.0 in
8:53 AM	73 °F	69 °F	87 %	SSE	12 mph	17 mph	29.44 in	0.0 in
9:20 AM	74 °F	70 °F	87 %	S	10 mph	20 mph	29.45 in	0.0 in
9:53 AM	76 °F	69 °F	79 %	S	14 mph	20 mph	29.43 in	0.0 in
10:53 AM	77 °F	68 °F	74 %	S	15 mph	25 mph	29.43 in	0.0 in
11:08 AM	76 °F	67 °F	74 %	S	14 mph	23 mph	29.43 in	0.0 in
11:33 AM	78 °F	69 °F	74 %	SSE	14 mph	23 mph	29.42 in	0.0 in
11:53 AM	77 °F	67 °F	71 %	SSE	14 mph	25 mph	29.42 in	0.0 in

Time	Temperature	Dew Point	Humidity	Wind	Wind Speed	Wind Gust	Pressure	Preci
12:53 PM	78 °F	68 °F	71 %	S	18 mph	25 mph	29.43 in	0.0 in
1:53 PM	77 °F	68 °F	74 %	SSE	12 mph	23 mph	29.40 in	0.0 in
2:53 PM	76 °F	69 °F	79 %	S	13 mph	21 mph	29.40 in	0.0 in
3:30 PM	73 °F	71 °F	93 %	S	8 mph	0 mph	29.40 in	0.1 in
3:42 PM	72 °F	70 °F	93 %	SSE	6 mph	0 mph	29.39 in	0.1 in
3:48 PM	72 °F	70 °F	94 %	S	9 mph	0 mph	29.39 in	0.1 in
3:53 PM	72 °F	69 °F	91 %	VAR	6 mph	0 mph	29.38 in	0.1 in
4:09 PM	72 °F	70 °F	93 %	VAR	5 mph	0 mph	29.39 in	0.0 in
4:26 PM	72 °F	70 °F	93 %	S	8 mph	0 mph	29.38 in	0.0 in
4:53 PM	72 °F	68 °F	87 %	SSE	13 mph	20 mph	29.36 in	0.1 in
5:53 PM	69 °F	66 °F	90 %	S	8 mph	17 mph	29.39 in	0.0 in
6:53 PM	69 °F	65 °F	87 %	SSE	9 mph	0 mph	29.39 in	0.0 in
7:53 PM	68 °F	65 °F	90 %	SSE	8 mph	0 mph	29.40 in	0.0 in
8:35 PM	69 °F	66 °F	90 %	S	10 mph	17 mph	29.41 in	0.0 in
8:45 PM	69 °F	66 °F	90 %	S	7 mph	18 mph	29.41 in	0.0 in
8:53 PM	69 °F	66 °F	90 %	S	9 mph	20 mph	29.41 in	0.0 in
9:53 PM	70 °F	66 °F	87 %	S	9 mph	17 mph	29.41 in	0.0 in
10:53 PM	70 °F	66 °F	87 %	S	9 mph	0 mph	29.42 in	0.0 in
11:11 PM	69 °F	66 °F	90 %	S	9 mph	18 mph	29.41 in	0.0 in
11:53 PM	69 °F	66 °F	90 %	S	10 mph	18 mph	29.42 in	0.0 in

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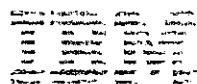
[Data Vendors \(/data-vendors\)](#)

♂ > https://www.essentialaccessibility.com/the-weather-channel?utm_source=theweatherchannelhomepage&utm_medium=iconlarge&utm_term=eachannelpage&utm_content=header&utm_campaign=theweatherchannel

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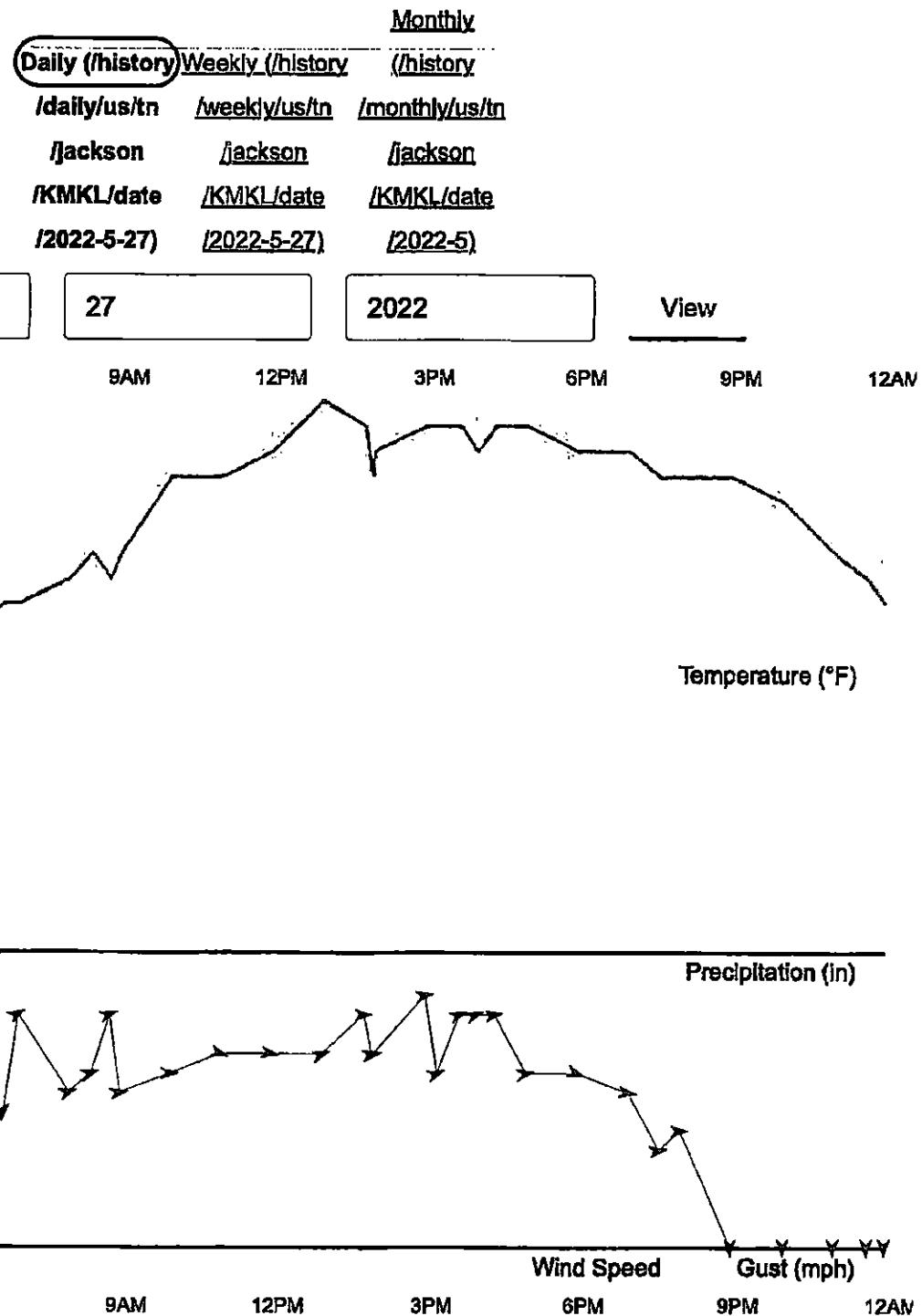
35.81 °N, 88.82 °W

Jackson, TN Weather History

 79° MC KELLAR-SIPES RGNL STATION (/DASHBOARD
/PWS/KTNJACKS88?CM_VEN=LOCALWX_PWSDASH) | CHANGE 

HISTORY (/HISTORY/DAILY/US/TN/JACKSON/KMKL)

- [TODAY \(/WEATHER/US/TN/JACKSON/KMKL\)](#)
- [HOURLY \(/HOURLY/US/TN/JACKSON/KMKL\)](#)
- [10-DAY \(/FORECAST/US/TN/JACKSON/KMKL\)](#)
- [CALENDAR \(/CALENDAR/US/TN/JACKSON/KMKL\)](#)
- [HISTORY \(/HISTORY/DAILY/US/TN/JACKSON/KMKL\)](#)
- [WUNDERMAP \(/WUNDERMAP?LAT=35.614&LON=-88.818\)](#)



Summary

Temperature (°F)	Actual	Historic Avg.	Record	▲
High Temp	67	82.8	96	
Low Temp	57	61	39	
Day Average Temp	62.17	71.9	-	
Precipitation (in)	Actual	Historic Avg.	Record	▲
Precipitation (past 24 hours from 11:53:00)	0.03	--	-	
Dew Point (°F)	Actual	Historic Avg.	Record	▲
Dew Point	57.03	-	-	
High	60	-	-	
Low	55	-	-	
Average	57.03	-	-	
Wind (mph)	Actual	Historic Avg.	Record	▲
Max Wind Speed	13	-	-	
Visibility	10	-	-	
Sea Level Pressure (in)	Actual	Historic Avg.	Record	▲
Sea Level Pressure	29.51	-	-	
Astronomy	Day Length	Rise	Set	▲
Actual Time	14h 19m	5:44 AM	8:03 PM	
Civil Twilight		5:15 AM	8:32 PM	
Nautical Twilight		4:39 AM	9:08 PM	
Astronomical Twilight		4:00 AM	9:47 PM	
Moon: wanling crescent		4:06 AM	5:37 PM	

Daily Observations

Time	Temperature	Dew Point	Humidity	Wind	Wind Speed	Wind Gust	Pressure	Preci
12:53 AM	57 °F	55 °F	93 %	SSW	7 mph	0 mph	29.39 in	0.0 in
1:53 AM	57 °F	55 °F	93 %	SSW	9 mph	0 mph	29.39 in	0.0 in
2:53 AM	57 °F	55 °F	93 %	SSW	8 mph	0 mph	29.39 in	0.0 in
3:53 AM	57 °F	55 °F	93 %	SSW	8 mph	0 mph	29.39 in	0.0 in
4:15 AM	57 °F	55 °F	93 %	SW	7 mph	0 mph	29.39 in	0.0 in
4:53 AM	58 °F	56 °F	93 %	SW	6 mph	0 mph	29.40 in	0.0 in
5:53 AM	58 °F	56 °F	93 %	SW	8 mph	0 mph	29.42 in	0.0 in
6:36 AM	59 °F	56 °F	90 %	SW	7 mph	0 mph	29.42 in	0.0 in
6:53 AM	59 °F	56 °F	90 %	WSW	12 mph	0 mph	29.42 in	0.0 in
7:53 AM	60 °F	57 °F	90 %	WSW	8 mph	0 mph	29.43 in	0.0 in
8:19 AM	61 °F	58 °F	90 %	WSW	9 mph	0 mph	29.44 in	0.0 in
8:41 AM	60 °F	57 °F	90 %	WSW	12 mph	0 mph	29.45 in	0.0 in
8:53 AM	61 °F	58 °F	90 %	W	8 mph	0 mph	29.45 in	0.0 in
9:53 AM	64 °F	59 °F	84 %	W	9 mph	0 mph	29.46 in	0.0 in
10:53 AM	64 °F	57 °F	78 %	WNW	10 mph	0 mph	29.46 in	0.0 in
11:53 AM	65 °F	58 °F	73 %	W	10 mph	0 mph	29.47 in	0.0 in
12:53 PM	67 °F	58 °F	73 %	WSW	10 mph	0 mph	29.47 in	0.0 in
1:42 PM	66 °F	57 °F	73 %	W	12 mph	0 mph	29.48 in	0.0 in
1:51 PM	64 °F	57 °F	77 %	W	10 mph	0 mph	29.48 in	0.0 in
1:53 PM	65 °F	57 °F	75 %	W	10 mph	0 mph	29.48 in	0.0 in
2:53 PM	66 °F	57 °F	73 %	W	13 mph	0 mph	29.48 in	0.0 in
3:07 PM	66 °F	58 °F	75 %	WSW	9 mph	0 mph	29.48 in	0.0 in
3:34 PM	66 °F	58 °F	75 %	WSW	12 mph	0 mph	29.48 in	0.0 in
3:53 PM	65 °F	57 °F	75 %	WSW	12 mph	0 mph	29.48 in	0.0 in
4:15 PM	66 °F	58 °F	75 %	W	12 mph	0 mph	29.48 in	0.0 in
4:53 PM	66 °F	57 °F	73 %	W	9 mph	0 mph	29.48 in	0.0 in
5:53 PM	65 °F	57 °F	75 %	WNW	9 mph	0 mph	29.48 in	0.0 in
6:53 PM	65 °F	57 °F	75 %	W	8 mph	0 mph	29.49 in	0.0 in
7:29 PM	64 °F	57 °F	78 %	W	5 mph	0 mph	29.49 in	0.0 in
7:53 PM	64 °F	57 °F	78 %	W	6 mph	0 mph	29.50 in	0.0 in

Time	Temperature	Dew Point	Humidity	Wind	Wind Speed	Wind Gust	Pressure	Preci
8:53 PM	64 °F	58 °F	80 %	CALM	0 mph	0 mph	29.50 in	0.0 in
9:53 PM	63 °F	60 °F	90 %	CALM	0 mph	0 mph	29.51 in	0.0 in
10:53 PM	61 °F	59 °F	93 %	CALM	0 mph	0 mph	29.51 in	0.0 in
11:33 PM	60 °F	58 °F	93 %	CALM	0 mph	0 mph	29.51 in	0.0 in
11:53 PM	59 °F	58 °F	96 %	CALM	0 mph	0 mph	29.51 in	0.0 in

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REPORT NO. 22-363

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EXHIBIT



Photo 23: Wooden Fence on West Side of Property – Broken Rail



Photo 24: Wooden Fence on West Side of Property – No Impact Damage

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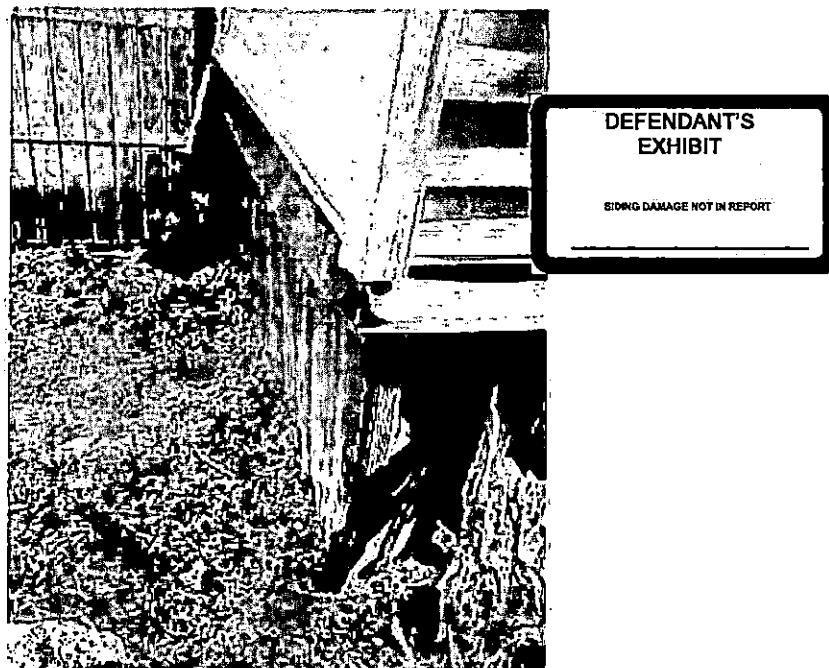


Photo 29: West Façade – Skirting Deflection



Photo 30: Hot Water Heater Building

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DEFENDANT'S
EXHIBIT

~~TREE DAMAGE CONFIRMED BUT~~

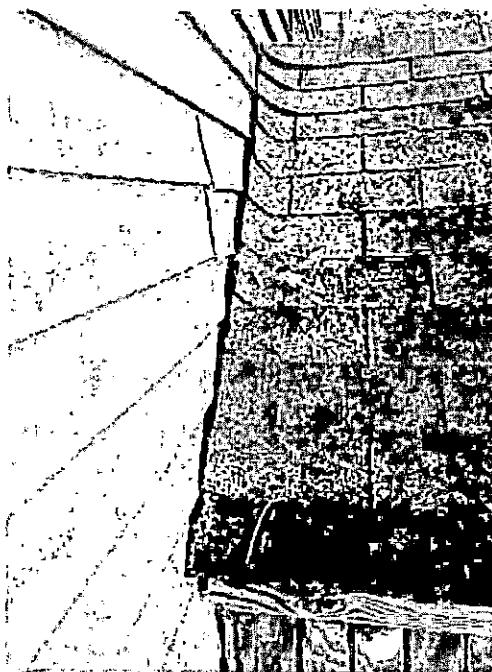
Photo 33: Hot Water Heater Building



Photo 34: Hot Water Heater Building – Torn Shingles

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DEFENDANT'S
EXHIBIT

IT WAS RE SET BY TREE GUYS

Photo 35: Hot Water Heater Building – No Signs of Relative Movement



Photo 36: Hot Water Heater Building - No Signs of Relative Movement

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Photo 37: North Façade Condition



Photo 38: North Façade Condition

DEFENDANT'S
EXHIBIT

SOFFIT DAMAGE NOT ACKNOWLEDGED

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Page 3



Photo 39: North Façade – Fascia Damage at Northwest Corner



Photo 40: North Façade – Fascia Damage

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Photo 41: North Façade – Roof Overhang Condition

DEFENDANT'S
EXHIBIT

SKIRT DAMAGE



Photo 42: North Façade – Skirting Damage

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DEFENDANT'S
EXHIBIT

FRONT ELEVATION

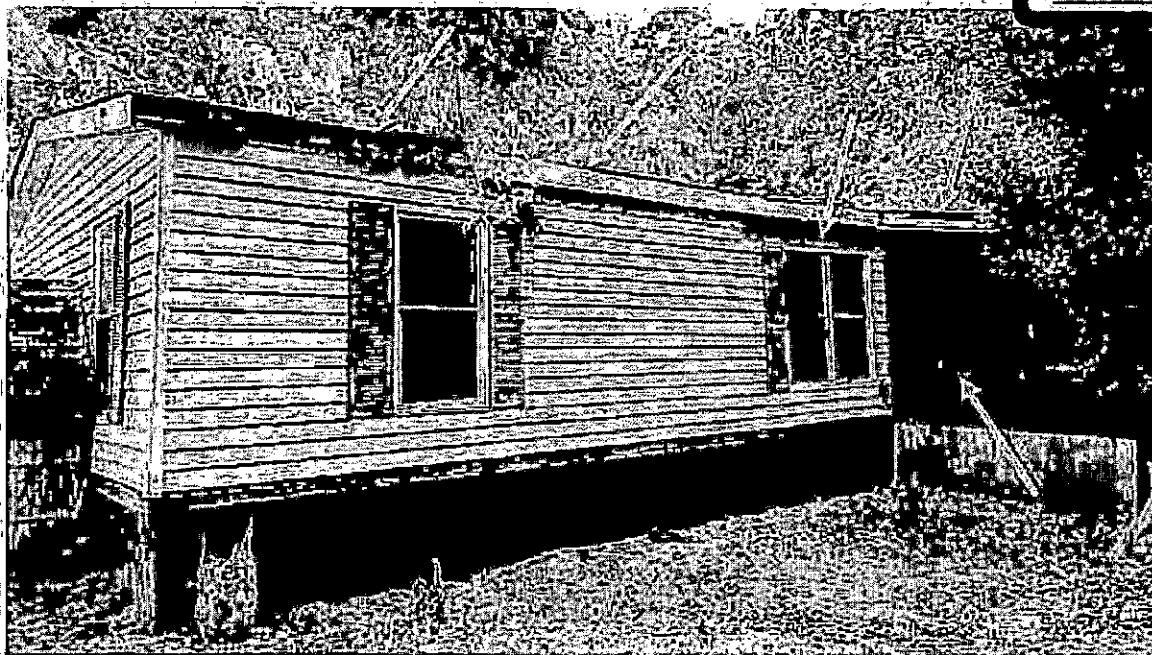


Photo 45: South Façade - West End - Condition



Photo 46: South Façade - Porch Area

REPORT NO. 22-363

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Photo 47: South Façade – Porch Area

DEFENDANT'S
EXHIBIT

ON PG 5 OF 7 IS FALSE



Photo 48: South Façade – Displaced Fascia

DEFENDANT'S
EXHIBIT

MOVEMENT OF TRAILER

REPORT NO. 22-363

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Photo 73: Crawlspace – South Beam Bearing Location



Photo 74: Crawlspace – Tie-Down Strap

DEFENDANT'S
EXHIBIT

WATER STAIN CLEARLY

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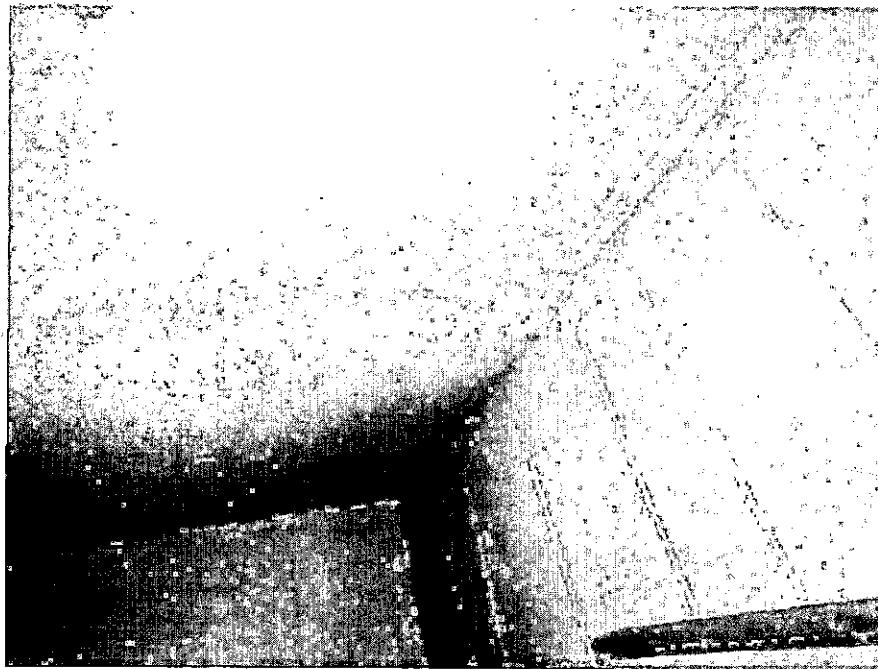


Photo 93: South Bath - Ceiling Stain



Photo 94: South Carport - Southwest Column Base

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DID NOT GET ON THE ROOF

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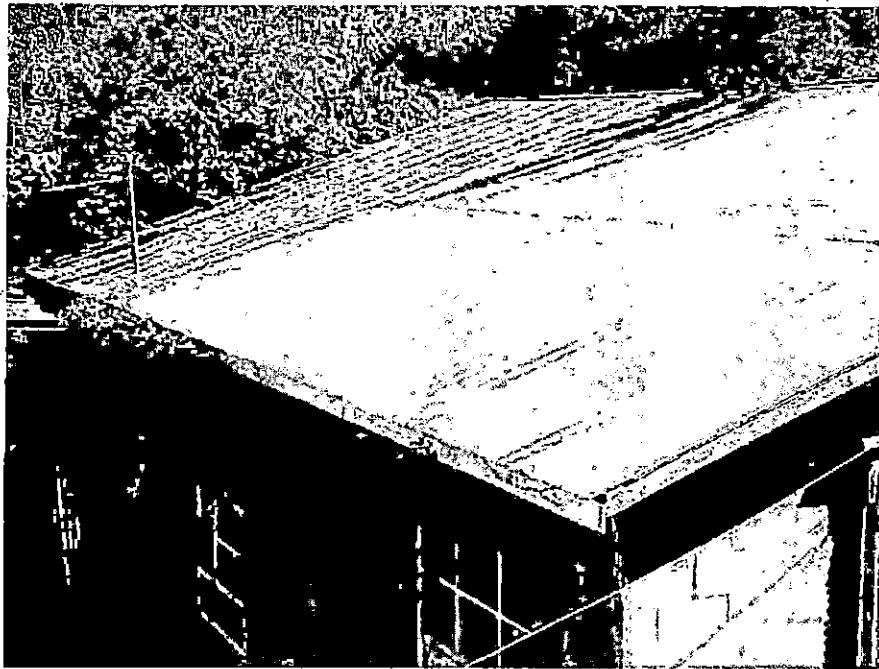


Photo 103: South Shop - Roof Condition



Photo 104

DEFENDANT'S
EXHIBIT

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PPI DAMAGED



Photo 105

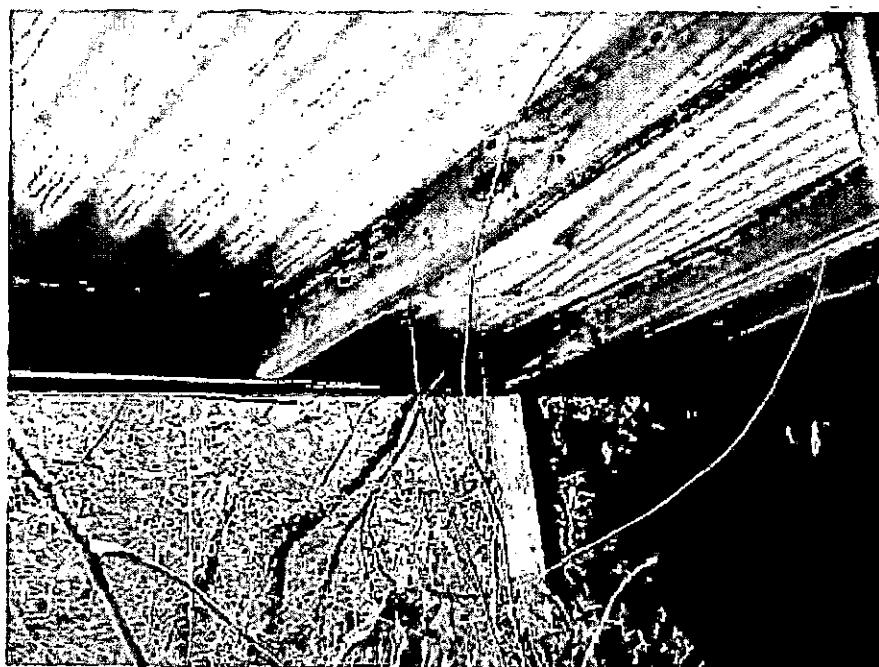


Photo 106: South Shop - Shed Roof Condition

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EXHIBIT

DAMAGED BUT NO PAYMENT

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Photo 107: South Shop - Shed Roof Condition

**PLAINTIFF'S
EXHIBIT**

PLAINTIFF EXHIBITS



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P&G Construction Consultants LLC
State LIC.#72378
319 Vann Drive E-21
Jackson, Tn. 38305
E. pandconstructionconsultants@gmail.com

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SHOWS TREE BEING MOVED OFF



35 35-img_20220623_125847
emergency tree removal from right rear elevation home

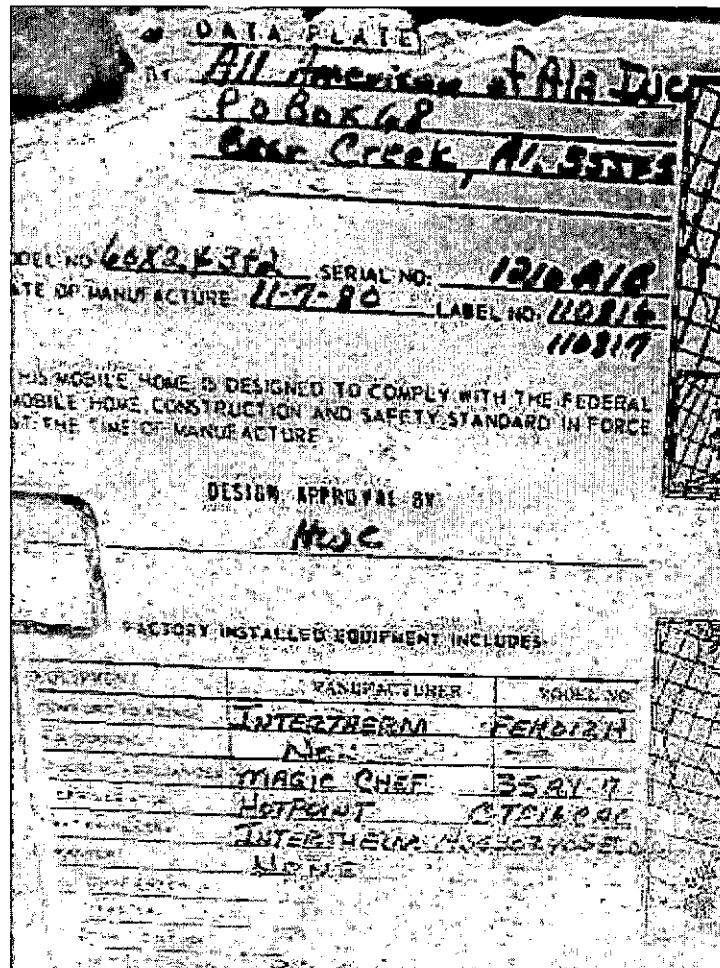


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TRAILER MFG INFO



1 74-IMG_20220820_142350

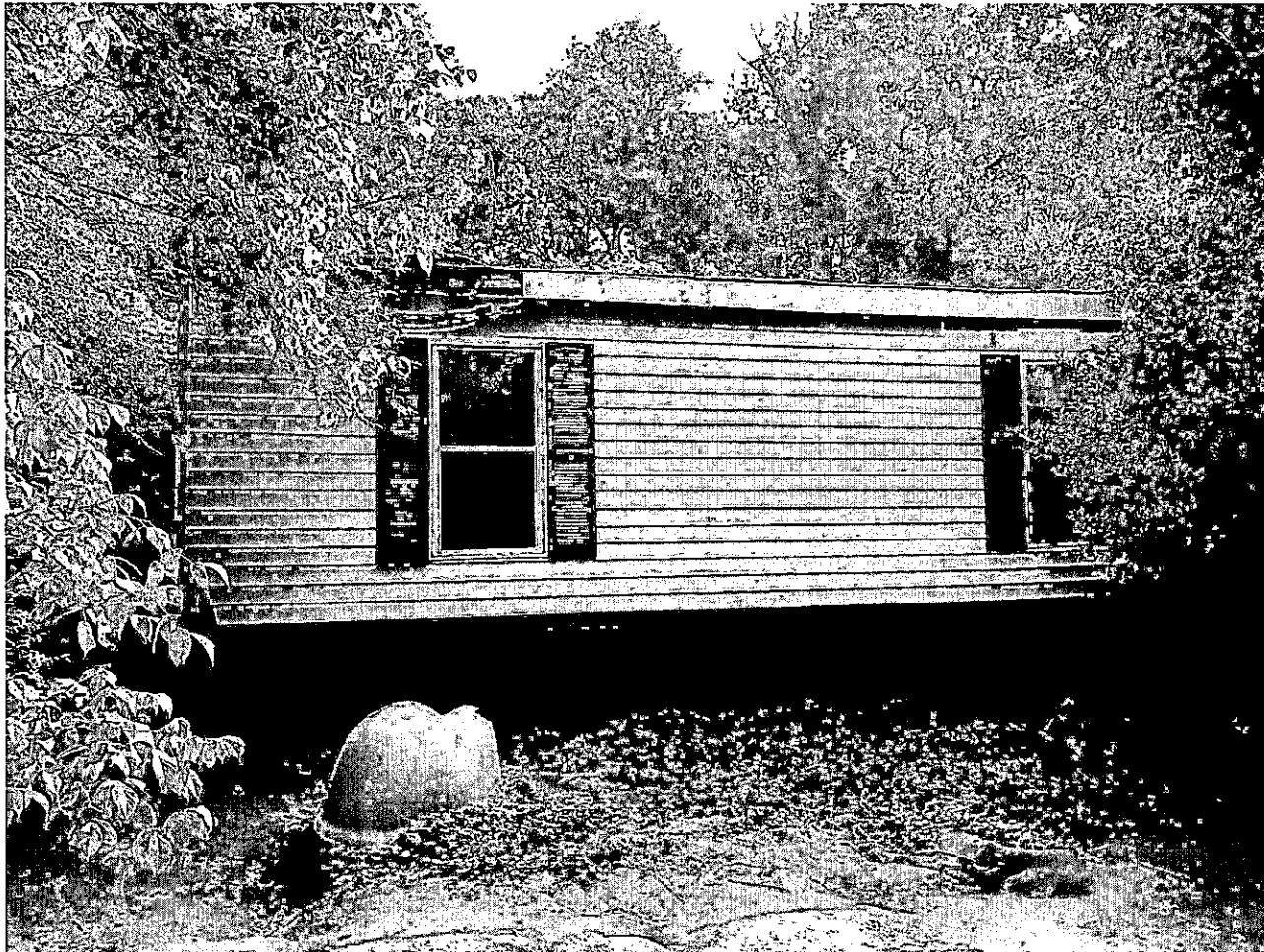


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FRONT ELEVATION



2 1-IMG_20220622_082323221_ Date Taken: 6/22/2022
HDR
damage to left front elevation

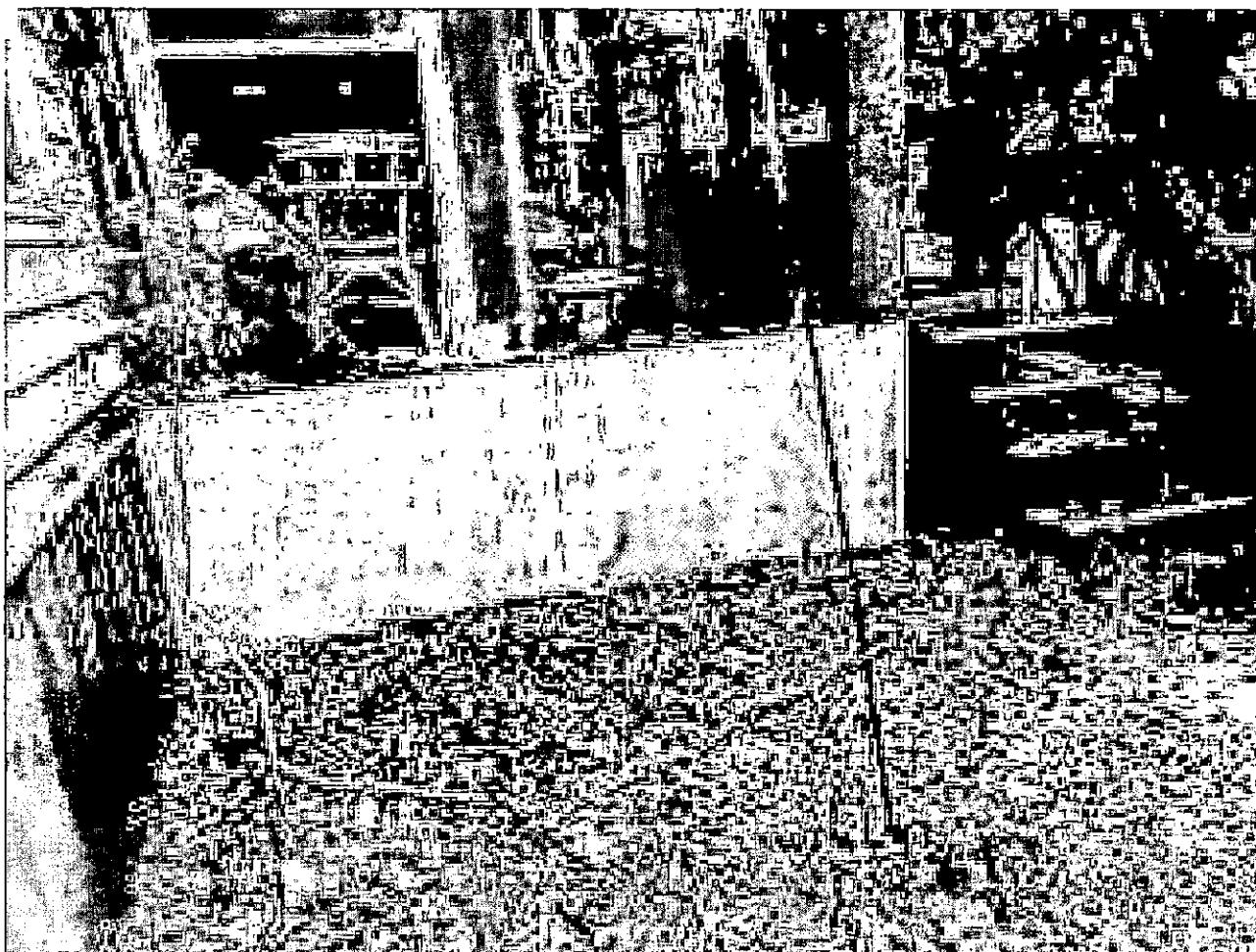


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TEMP SKIRTING FOR DOG GEGUL



7

6-IMG_20220820_140056
underpinning emergency temp repair

NANCY_FINAL_FINAL

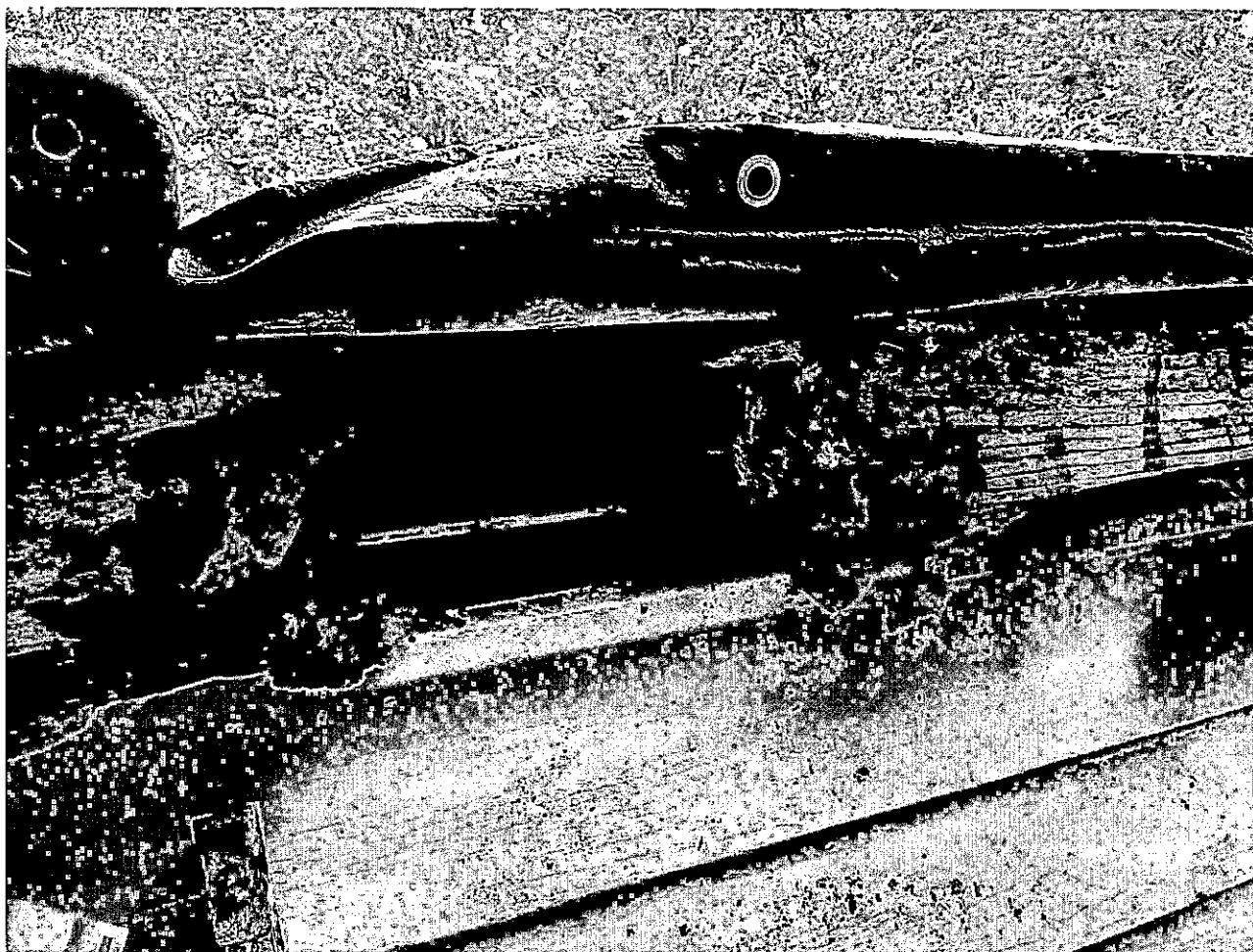
8/22/2022

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13 12-IMG_20220817_150555592_ Date Taken: 8/17/2022
HDR

1 X 8 fascia board



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DECK RAFTER CEILING DAMAGE



14 13-IMG_20220817_150913374 Date Taken: 8/17/2022



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15 15-IMG_20220817_150650054 Date Taken: 8/17/2022



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16 16-IMG_20220816_104038380 Date Taken: 8/16/2022

Tree on shop

PLAINTIFF'S
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DISCONTINUED - DO NOT CHARGE



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319 Vann Drive E-21
Jackson, Tn. 38305
E. pandgconstructionconsultants@gmail.com



17

17-IMG_20220622_082339690

Date Taken: 6/22/2022

front elevation

NANCY_FINAL_FINAL

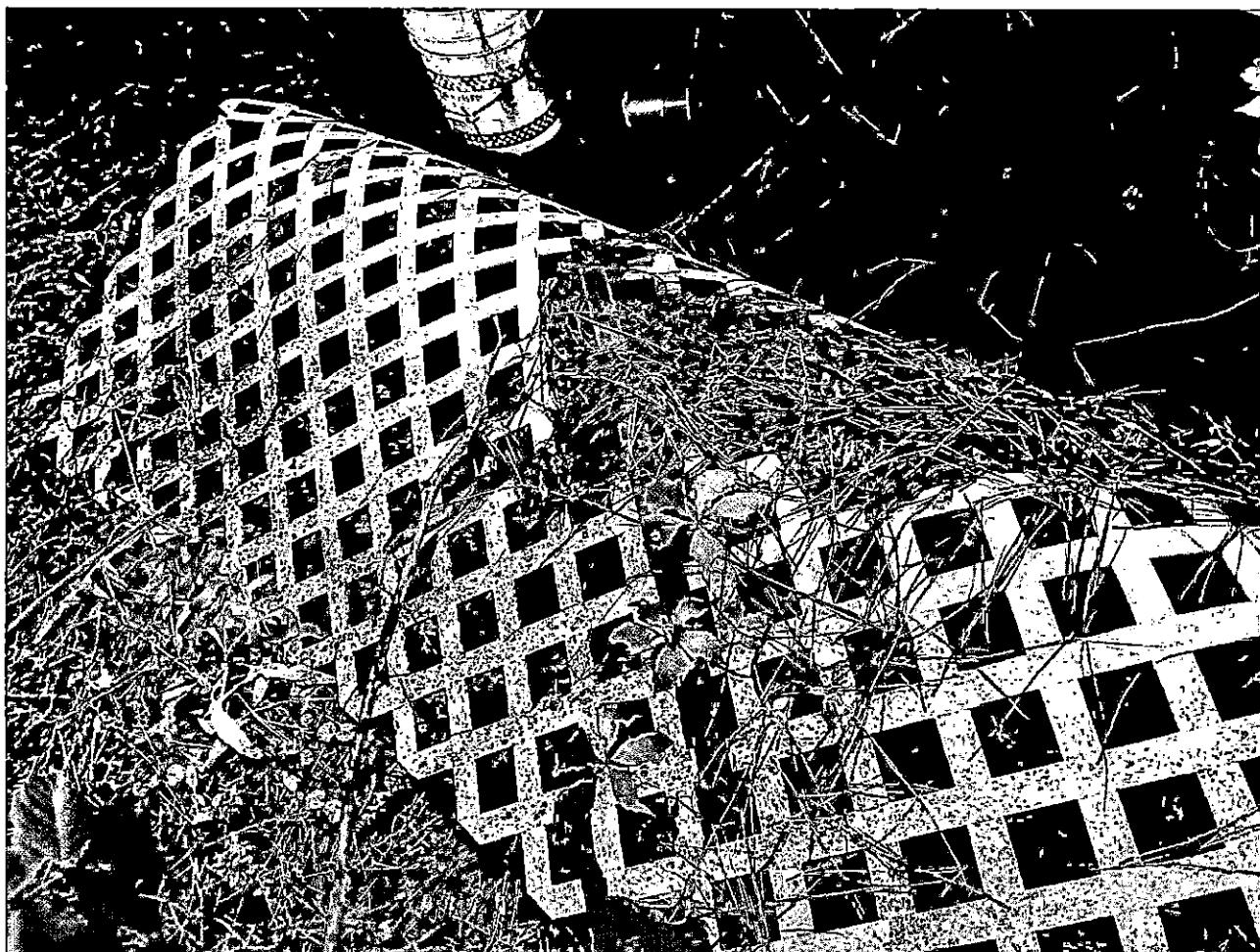
8/22/2022

Page: 30



P&G Construction Consultants LLC.

P&G Construction Consultants LLC
State LIC.#72378
319 Vann Drive E-21
Jackson, Tn. 38305
E. pandconstructionconsultants@gmail.com



20 20-IMG_20220608_103321682_ Date Taken: 6/8/2022
HDR

underpinning damage front right elevation

THIS TRUNK WAS CUT FLAT AT
BOTTOM AND WAS PULLED
UPRIGHT DURING REMOVAL.
STABILIZATION

REPORT NO. 22-363

PLAINTIFF'S
EXHIBIT

2 / 67

Page 13 of 67



Adjuster Provided Photo 1: Tree Removal



P&G Construction Consultants LLC.

P&G Construction Consultants LLC
State LIC.#72378
319 Vann Drive E-21
Jackson, Tn. 38305
E. pandconstructionconsultants@gmail.com

PLAINTIFF'S
EXHIBIT

CHAIN LINK



22

22-IMG_20220608_103418562

Date Taken: 6/8/2022

exterior fence damage

NANCY_FINAL_FINAL

8/22/2022

Page: 35



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319 Vann Drive E-21
Jackson, Tn. 38305
E. pandconstructionconsultants@gmail.com

PLAINTIFF'S
EXHIBIT

SHOWS LEAN IMPACT OF TREE



27 27-IMG_20220608_154222640 Date Taken: 6/8/2022
roof view rear right elevation tree damage..



P&G Construction Consultants LLC.

P&G Construction Consultants LLC
State LIC.#72378
319 Vann Drive E-21
Jackson, Tn. 38305
E. pandgconstructionconsultants@gmail.com

PLAINTIFF'S
EXHIBIT

IMPACT OVERVIEW



30 30-IMG_20220608_154755200 Date Taken: 6/8/2022
front left roof elevation damage



P&G Construction Consultants LLC.

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State LIC.#72378
319 Vann Drive E-21
Jackson, Tn. 38305
E. pandconstructionconsultants@gmail.com

PLAINTIFF'S
EXHIBIT

IMPACT AREA NEAR BATH

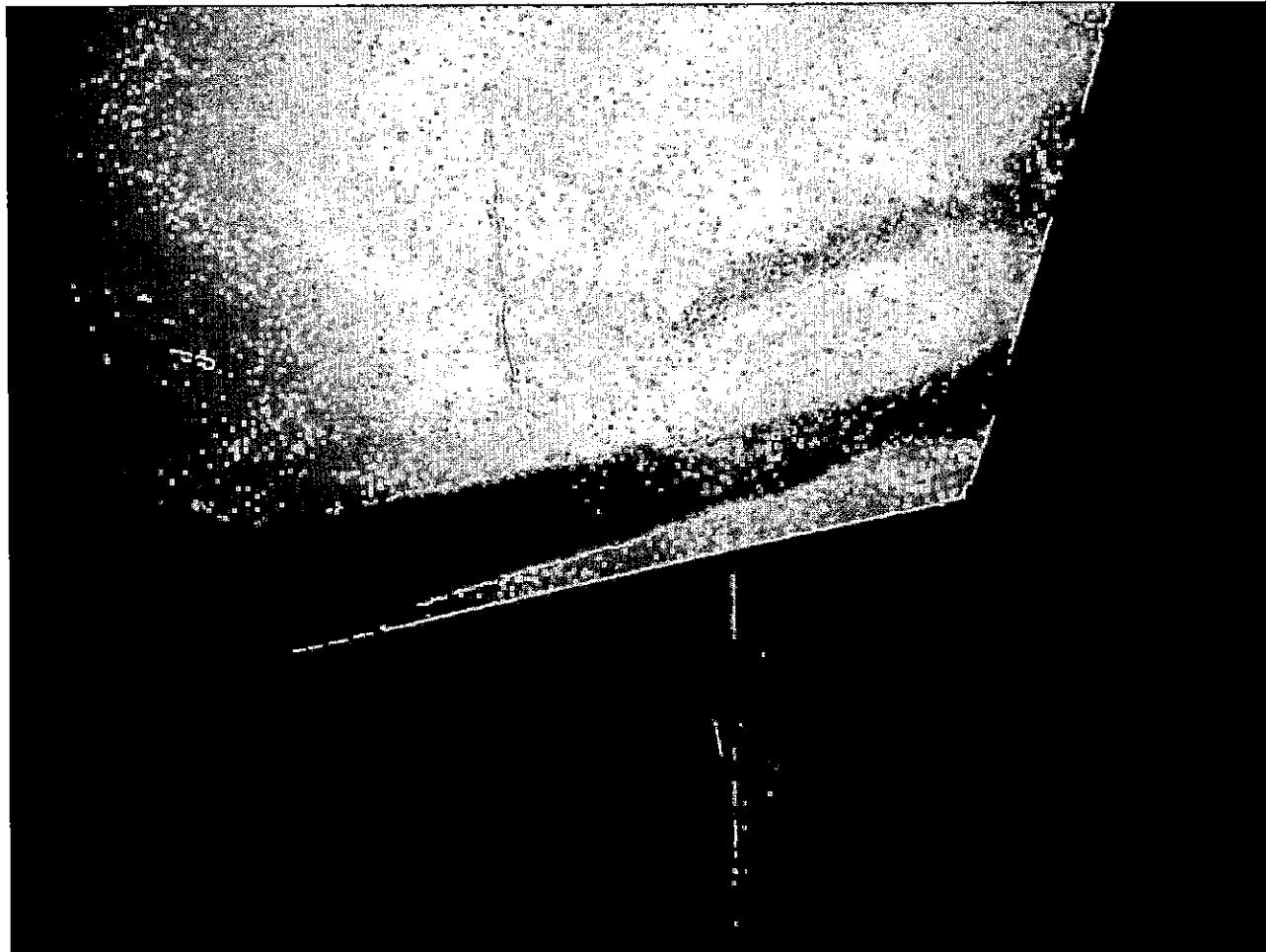


31 31-IMG_20220608_154759500 Date Taken: 6/8/2022
front left roof damage



P&G Construction Consultants LLC.

P&G Construction Consultants LLC
State LIC.#72378
319 Vann Drive E-21
Jackson, Tn. 38305
E. pandgconstructionconsultants@gmail.com



39 39-IMG_20220622_081226065 Date Taken: 6/22/2022
master bedroom walk-in closet

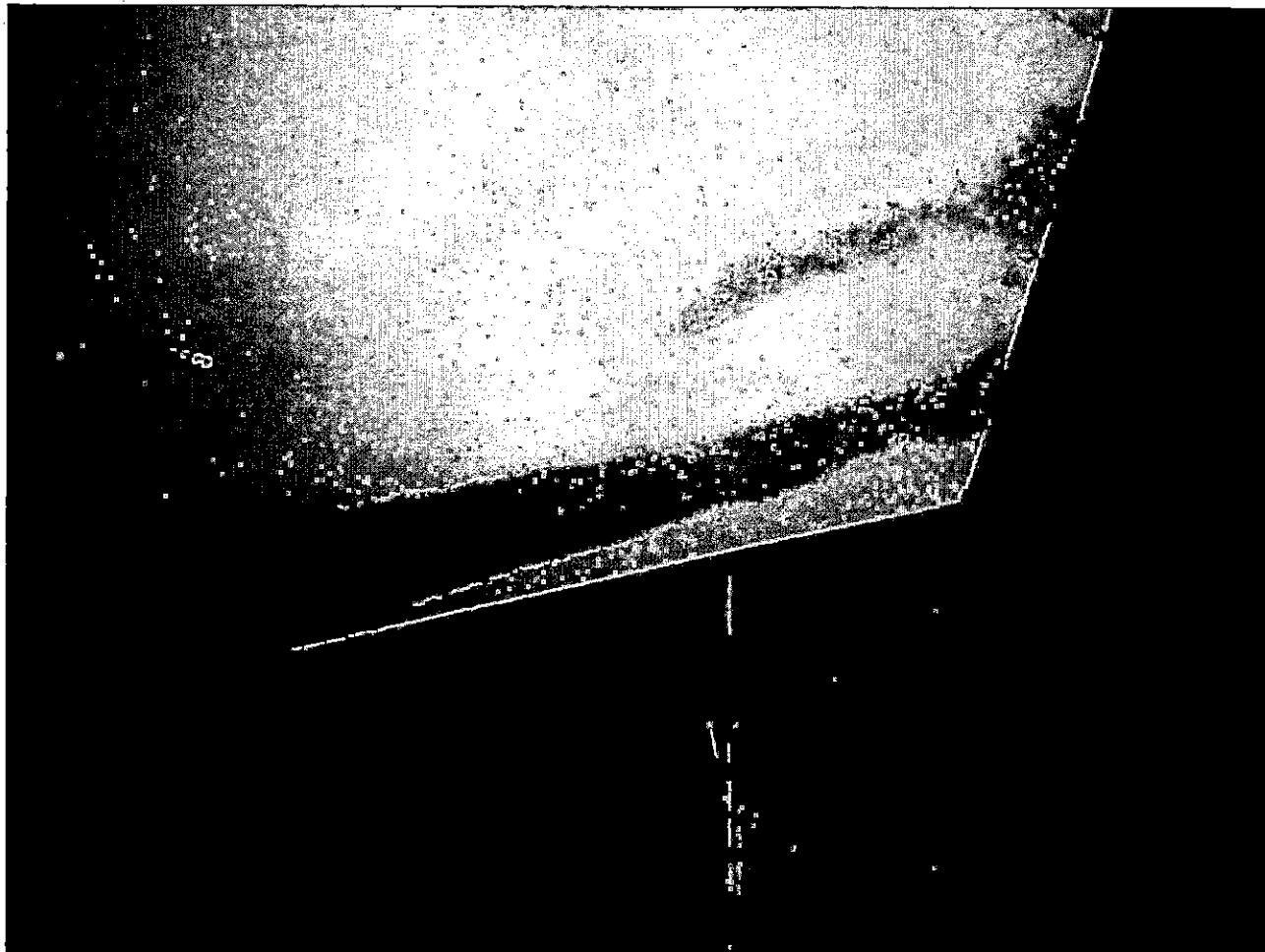


P&G Construction Consultants LLC.

P&G Construction Consultants LLC
State LIC.#72378
319 Vann Drive E-21
Jackson, TN. 38305
E. pandgconstructionconsultants@gmail.com

PLAINTIFF'S
EXHIBIT

MASTER CLOSET DAMAGE



39 39-IMG_20220622_081226065 Date Taken: 6/22/2022
master bedroom walk-in closet

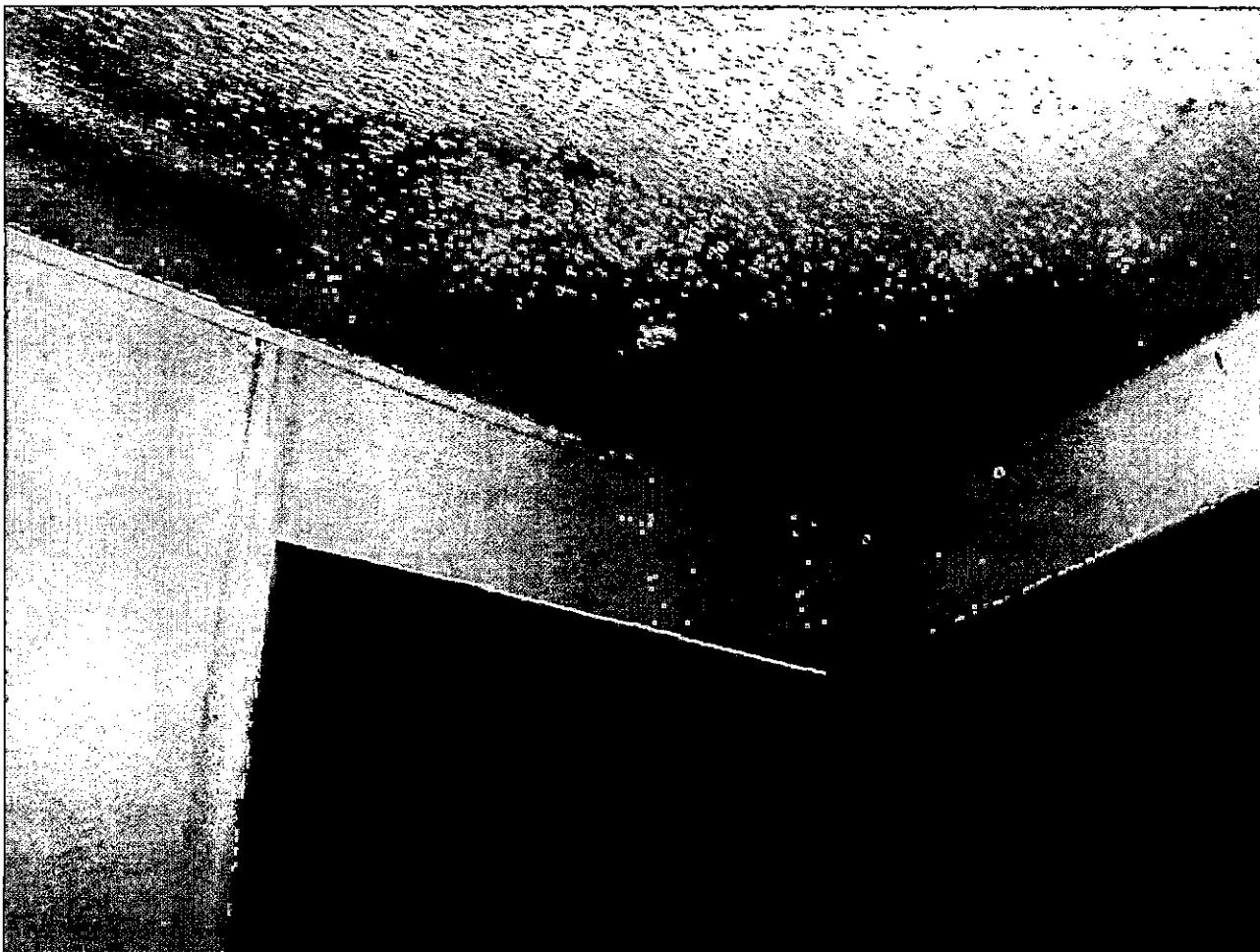


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State LIC.#72378
319 Vann Drive E-21
Jackson, Tn. 38305
E. pandconstructionconsultants@gmail.com

PLAINTIFF'S
EXHIBIT

OFFICE CEILING



43 48-IMG_20220622_081009293 Date Taken: 6/22/2022

Damage to office ceiling

NANCY_FINAL_FINAL

8/22/2022

Page: 56

PLAINTIFF'S
EXHIBIT

MASTER BDRM DAMAGE



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Jackson, Tn. 38305
E. pandgconstructionconsultants@gmail.com



44 49-IMG_20220622_081111606 Date Taken: 6/22/2022

master bedroom damage to the ceiling



P&G Construction Consultants LLC.

P&G Construction Consultants LLC
State LIC.#72378
319 Vann Drive E-21
Jackson, Tn. 38305
E. pandconstructionconsultants@gmail.com

PLAINTIFF'S EXHIBIT

SHOPS MOVEMENT BACKWARDS

PLAINTIFF'S EXHIBIT

45



45 50-IMG_20220816_103609433 Date Taken: 8/16/2022

Beams moved under tailor from Fallen Tree



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319 Vann Drive E-21
Jackson, Tn. 38305
E. pandconstructionconsultants@gmail.com

PLAINTIFFS' EXHIBIT

46

PLAINTIFFS' EXHIBIT

CRAWLSPACE DETERIORATION



46 51-IMG_20220816_103721123 Date Taken: 8/16/2022
flooring buckled from fallen tree and trailer shifted from impact.



P&G Construction Consultants LLC

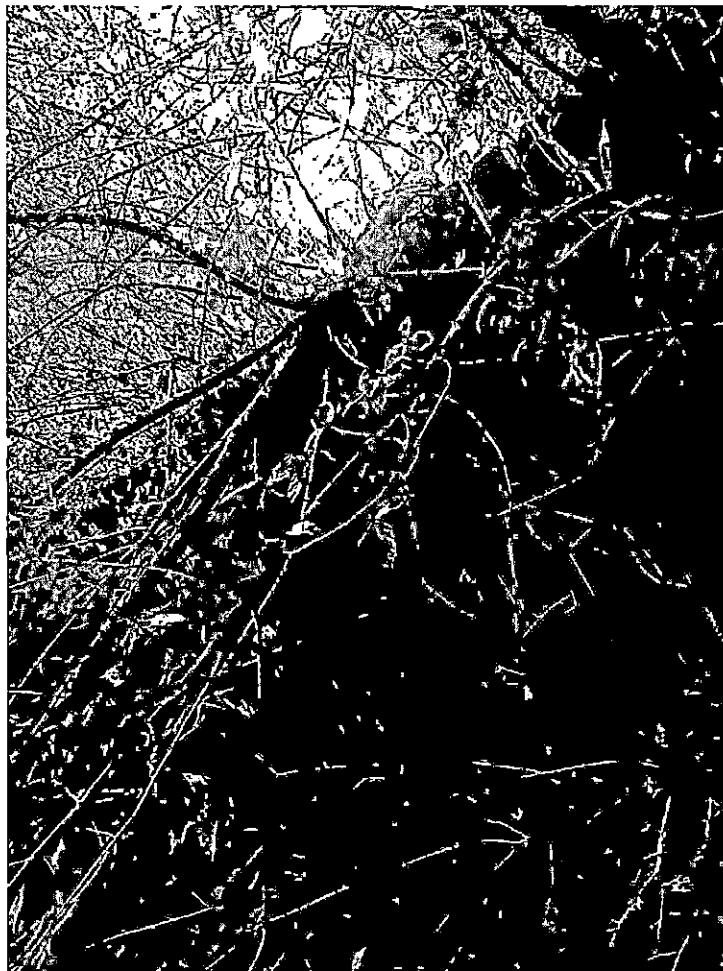
P&G Construction Consultants LLC
State LIC.#72378
319 Vann Drive E-21
Jackson, Tn. 38305
E. pandgconstructionconsultants@gmail.com

PLAINTIFF'S
EXHIBIT

59

PLAINTIFF'S
EXHIBIT

Tree on fence



54 59-IMG_20220716_164220124 Date Taken: 7/16/2022

tree on fence.. left of driveway



P&G Construction Consultants LLC.

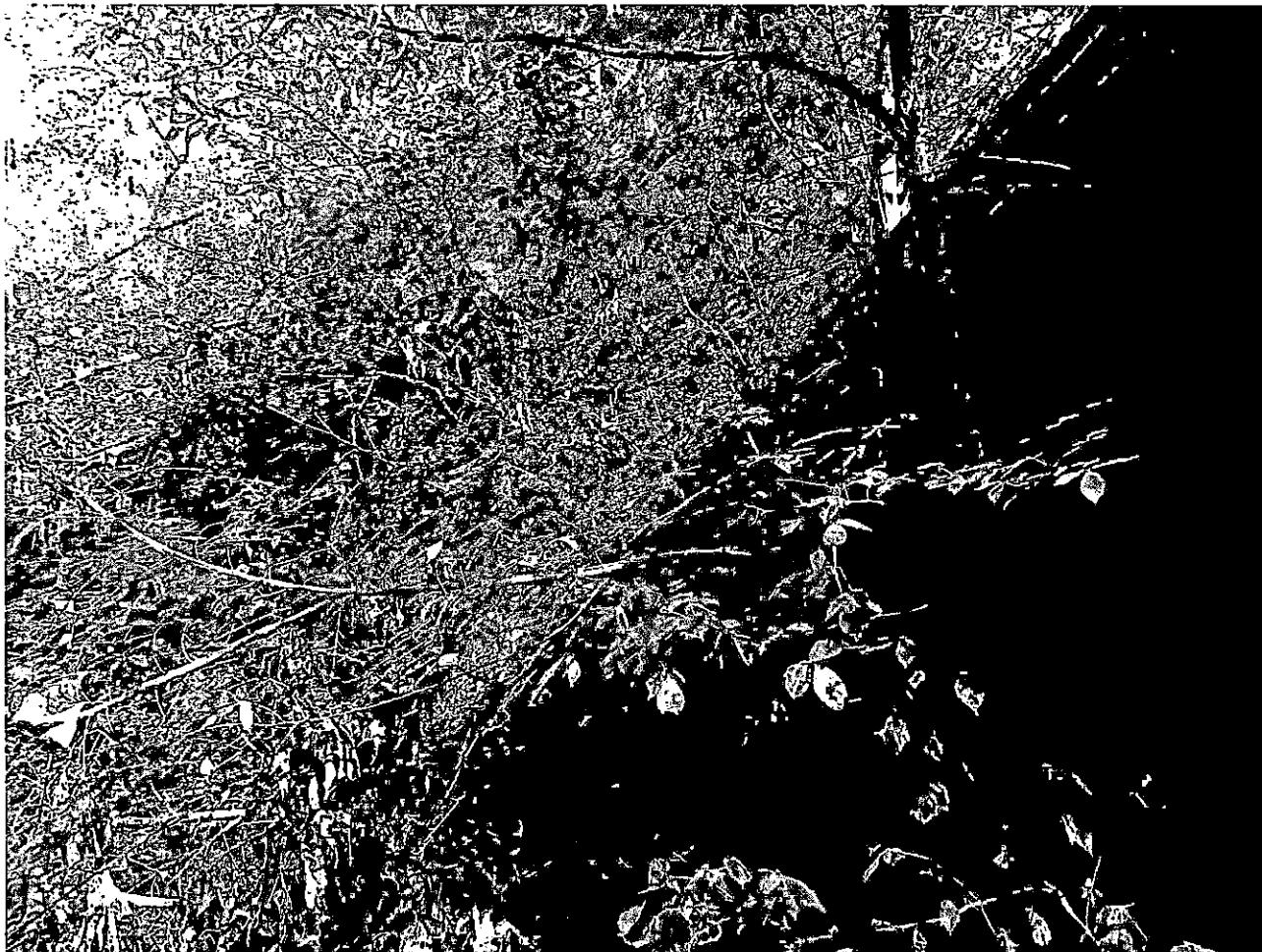
P&G Construction Consultants LLC
State LIC.#72378
319 Vann Drive E-21
Jackson, Tn. 38305
E. pandconstructionconsultants@gmail.com

PLAINTIFF'S
EXHIBIT

PHOTO 55

PLAINTIFF'S
EXHIBIT

Tree on rear of Shop



55

60-IMG_20220716_164249862

Date Taken: 7/16/2022

tree damage to shop



William Griffin <william@...

PLAINTIFF'S
EXHIBIT

9

Plunk v Shelter Insurance

1 message

William Griffin <william@griffinlossconsultants.com>

Wed, Dec 21, 2022 at
3:22 PM

To: John Price <JPrice@shelterinsurance.com>, Claims Documents
<ClaimsDocuments@shelterinsurance.com>, Nancy Plunk <nancyplunk@yahoo.com>
Bcc: drayton berkley <attorneyberkley@gmail.com>

Hi John,

Please see attached POL and other documentation from your insured.

To date, we have not seen the report from the engineer (Pirtle) and was wondering when that will be released for us to review.

Let me know on that and the status of the previously sent appraisal demand at your earliest convenience.

Merry Christmas!!

 **Proof Of Loss Package.pdf**



SWORN STATEMENT IN PROOF OF LOSS -- DWELLING/STRUCTURE

STATE OF Tennessee

COUNTY OF Harrison Madison

To Shelter General Insurance Company of Columbia, Missouri

At time of loss you insured the property described in Schedule "A", according to the terms and conditions of policy number 41-73-10179681-1 and all forms, endorsements, transfers and assignments attached to it.

1 TIME AND CAUSE: A loss occurred about the hour of 1-4 o'clock A M., May 26 2022. The cause of the loss was:

Winds storm

2 OCCUPANCY: The insured building was occupied at the time of loss for these purposes and no others:

Dwelling

3 OWNERSHIP AND INTEREST: At the time of the loss no one else had any interest in the property except:

Robert Plant, et al.; Nancy Ruth Plant - Plaintiff; Robert Plant - Plaintiff; The Plant Co., Inc. et al.

4 CHANGES: Since the policy was issued there have been no assignments, or changes in ownership, use, occupancy, possession, additions, upgrades, location, or exposure to hazardous conditions of the property insured except:

(See #3)

5 INSURANCE: There was no other policy insuring the property except as listed on Schedule "B".

6 THE ACTUAL CASH VALUE of the property at the time of the loss was.....\$ 92,165.95

7 TOTAL RESTORATION COST.....\$ 116,665.75

This is the total amount from the last column of the Proof of Loss.

8 REPRESENTATIONS: I didn't intentionally cause the loss, nor did I directly or indirectly cause someone else to cause the loss. Neither I nor anyone with my consent or knowledge violated any policy condition. This proof of loss lists all known property damaged or destroyed and I only listed property actually destroyed or damaged by the loss - except for pending Personal Property. All the information I supplied is accurate and complete. I have not tried to deceive Shelter Insurance Companies. I will give you any other information required by policy that you request and it will become part of this Sworn Statement in Proof of Loss. I too reserve(s) all right(s) I may have under the insurance policy, in sured(s) property. If this Proof of Loss does not comply with the policy conditions, you are hereby instructed to inform us within 15 days from the date of the Proof of Loss or any deficiencies will be considered waived. The said loss did not originate by any act, design or procurement on my part or nothing has been done by or with the privity or my consent, to violate the conditions of the policy, or render it void; no articles are mentioned herein or in annexed schedules but such as were destroyed or damaged at the time of said loss; no property saved has in any manner been concealed, and no attempt to deceive the said company, as to the extent of said loss, has in any manner been made. The furnishing or the preparation of proofs by me is not a waiver of any of its rights.

Shelter does not waive any of its rights by giving me this form or helping me fill it out. All the answers are mine and they are true.

-WARNING: Any person who knowingly and with intent to injure, defraud, or deceive an insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete, or misleading information, commits a criminal offense that is punishable by imprisonment and/or fine. Any insurance company or agent who knowingly provides false, incomplete, or misleading information for the purpose of defrauding a policyholder or claimant in a claim settlement must be reported to the State Division of Insurance.

Signature(s)

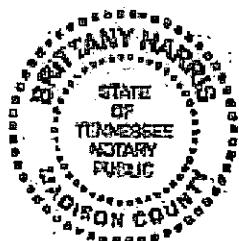
NANCY R. PLUNK

Insured(s)

Subscribed and sworn to before me this

30th day of Nov 2022

Brittney Harris
Notary Public



SCHEDULE "A" – PROPERTY INSURED

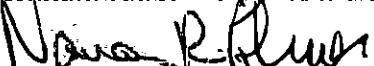
Coverage or Item Number	Amount of Insurance	Description of Property
BASIC FORM	\$ 50,000.00	DWELLING / OTHER STRUCTURES

Location of Property: 142 OLD BELLS LOOP JACKSON, TN 38305**SCHEDULE "B" – OTHER INSURANCE**

Policy No.	Expires	Name of Company
NONE	NONE	NONE

PROOF OF LOSS – DWELLING/STRUCTURE
DESCRIPTION OF PROPERTY AND AMOUNT OF LOSS
(TO BE ATTACHED)

WARNING: Any person who knowingly and with intent to injure, defraud, or deceive an insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete, or misleading information, commits a criminal offense that is punishable by imprisonment and/or fine. Any insurance company or agent who knowingly provides false, incomplete, or misleading information for the purpose of defrauding a policyholder or claimant in a claim settlement must be reported to the State Division of Insurance.


Nancy R. Plunk
 Signature

NANCY R. PLUNK

Insured(s)

3228915

* DAMAGES *

23775



PROOF OF LOSS – DWELLING / STRUCTURE

Dwelling: 142 OLD BELL'S LOOP JACKSON, TN 38305 Insured: Nancy R Plunk
 Other Structure: Page 1 of 1 Claim Number: DW0000003228915 Date of Loss: 05/26/2022

Instructions: Please use a pen or type. We have included some instructions with this form to make it easier for you. Please call with any questions.

- 1) Protect your property from more damage. Make your list one structure at a time.
- 2) Complete this form accurately and as completely as possible.
- 3) Attach a full copy of each estimate and any document you have showing recent repairs to the building before the loss, like receipts, photographs and cancelled checks.

1. Building Damage	2. Estimate Obtained From (Include Name, Address and Contact No.)	3. Date Building Purchased	4. Amount Paid	5. Repair Cost of Building	6. Replacement Cost
1981 MODULAR MOBILE HOME 30 X 50 SERIAL # A	P&GCC, LLC 319 Vann Dr Ste E-21 Jackson, TN 38305 720-495-4112	7-21-80 \$56,000.00 (see attached)	\$56,000.00 See attached (far bands)	\$ 88,338.42	\$ 116,665.75
TREE REMOVAL AND EQUIPMENT	P&GCC, LLC 319 Vann Dr Ste E-21 Jackson, TN 38305 720-495-4112				\$ 11,127.50
MITIGATION REPAIRS / RECEIPTS				\$342.00	
				TOTALS \$	\$

WARNING: Any person who knowingly and with intent to injure, defraud, or deceive an insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete, or misleading information, commits a criminal offense that is punishable by imprisonment and/or fine. Any insurance company or agent who knowingly provides false, incomplete, or misleading information for the purpose of defrauding a policyholder or claimant in a claim settlement must be reported to the State Division of Insurance.

READ THIS CAREFULLY BEFORE SIGNING. By signing this, I warrant that: (1) all the information I am providing to Shelter about this loss is true; (2) I have not done anything to cause or contribute to the loss; (3) I have not done anything, and no one else has done anything with my knowledge or consent, that violates the Policy; (4) I'm claiming property damaged or destroyed only by this loss, and I am not concealing any undamaged property; (5) I am not deceiving Shelter about the loss or damages; (6) even if a Shelter representative gave me this form or helped me prepare it, Shelter does not waive any of its rights, and (7) all the answers are mine.

INSURED'S SIG.

A handwritten signature in black ink, appearing to read 'Nancy R. Plunk'.

INSURED'S SIG.

DATE

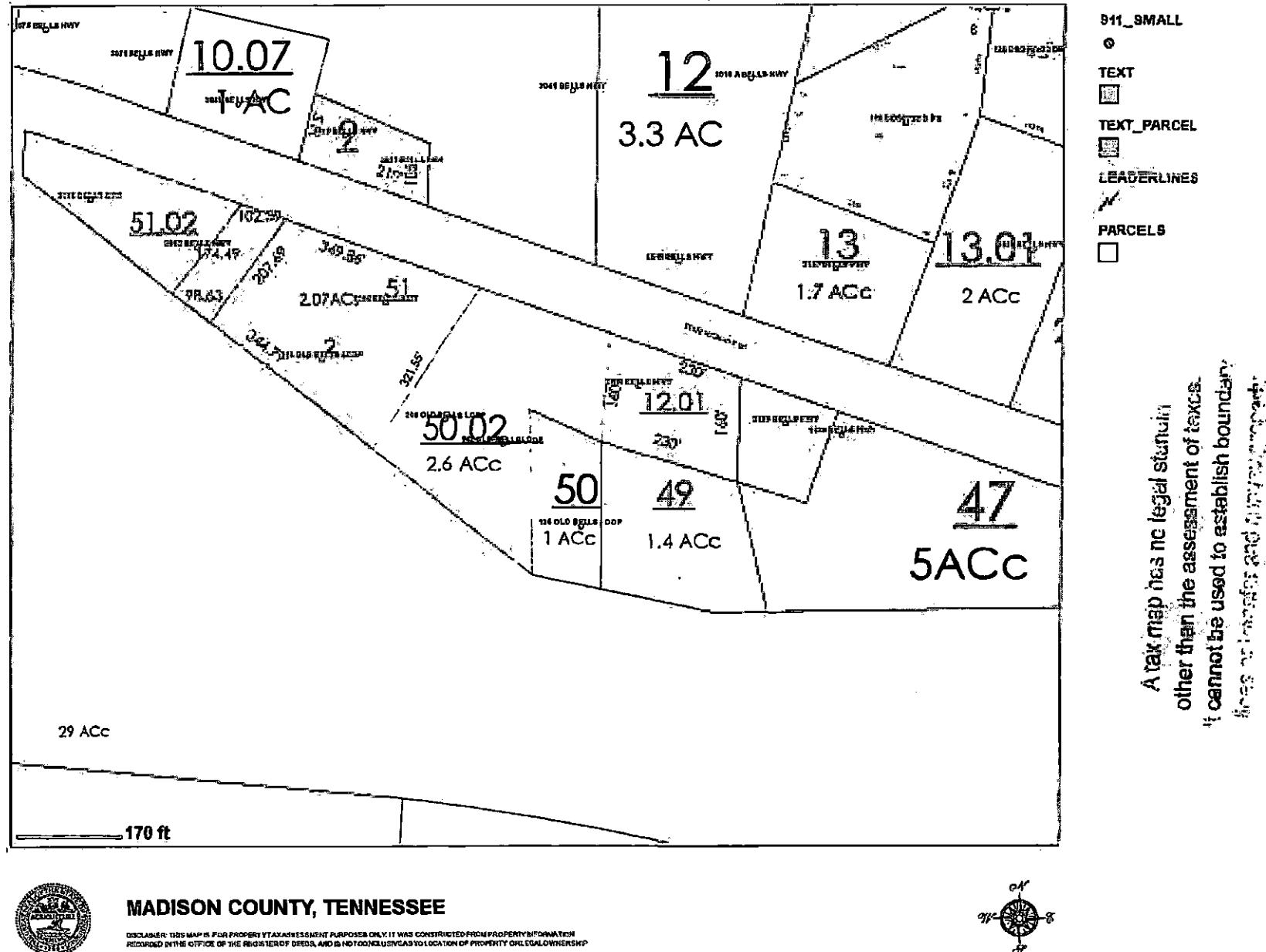
Property Type: 00 Residential

ASSESSOR OF PROPERTY - PROPERTY RECORD CARD

142 OLD BELLS LOOP		Property Address		Subdivision		TAX YEAR 2023		057	054	050.02	000															
PLUNK ROBERT JOSEPH ET AL HARRELL NANCY RUTH 550 CATFISH LANE CRUMP TN 38327		Ownership and Mailing Address		BK	PG	BLOCK	LOT	TRACT	MADISON		JUR CONTROL MAP	GROUP PARCEL	PI	SI												
				Alt Subdiv	BK	PG	BLOCK	LOT	TRACT			Map 054	Updated 12/20/2022													
												Dist 03	Printed 12/20/2022													
				Additional Description		LIFE EST ROBERT & JULIE PLUNK						Card: 1 of 2														
				Dimensions								Page: 1 of 2														
DWELLING DATA																										
Improv Type	01 Single Family	Lower Level	1 No Basement																							
Stories	1 Story Frame	Heating/Air	7 Heat And Cooling Split																							
Exterior Wall	11 Common Brick																									
Heating Fuel																										
Year Built	1965	Eff Yr Built	1993	Rooms	0	Bedrooms	0																			
Full Baths		Half Baths		Add'l Fixtures	6	Total Fixtures	6																			
Wood FP Stacks		Openings		Add'l Sty		PreFab		Add'l Sty																		
Info Src 3	Occ 0	Rental Src	Year 0	Amount 0		Sched																				
Quality	1+	Average +	Condition	Average		Class																				
Prorate Date		Factor	% Comp		Cost & Design	0																				
Depr: Physical	29	Other Phys	Functional	External	% Good	71																				
Factors																										
GFLA	Area	Story	Const	Grade	SFLA	Depr Yr	Eff Age	County Factor																		
1,484	.89	1	1.07	1.07	1,484	2022	29	1,00																		
Base Dwelling	Add'l Areas	Total	\$/SqFt	% Complete																						
RCN	159,320	10,810	170,230	114.71	Dwelling Factor																					
RCNL	113,120	7,750	120,870	81.45	Dwelling Value	120,870																				
AREAS: Lower Floor	First & Above	Area	% SFLA	Rate	RCN																					
	BAS	1,484																								
	CPF	374	0	29.17	10,810																					
OUTBUILDINGS and YARD ITEMS																										
Code	Description	Yr Bld	Eff Yr	Area	Grade	Units	Add'l Description	Class	Rate	Crd	RCN	% Good	Prof	Adj Fact	Value	Total OBY Value										
SLB	Stab	1965	1965	192	D	1	8X24	4.6354	FR	890	10	1	90													
SHD	Shed	1968	1968	1,560	C	1	39X40	13.7692	AV	21,480	10	1	2,150		4,510											
WDK	Wood Deck	1989	1989	352	C	1	22X16	16.2784	AV	5,730	10	1	570													
MHA	Mobile Home Addition	1990	1990	144	C	1	8X18	29.7222	AV	4,280	25	1	1,070													
MOF	Mh Open Porch Finis	1990	1990	72	C	1	8X9	35.1389	AV	2,530	25	1	630													
MARKET LAND																										
#	Type	Table	Code	Acc	Front	Depth	Units	Rate	Infl	Fld	Topo	Loc	Size	Mkt	Dep	Adj Rate	Value	Class	#	Mkt Line	Use Type	Soil Type	Access	AGRICULTURAL/ GREENBELT LAND Acres	Rate	Use Value
1	U	31	04	0	0	2.6	18,150.00							100	18,150.00	47,190								Totals:		
SALES																										
Date	Book	Page		Price	Adj Price	VA	Instr	A/R	Owner											NOTES						
11/21/2007	691	198																		ASH						
04/24/1985	449	265					QC		PLUNK ROBERT JOSEPH											PIC						
07/21/1980	397	144	56,000	56,000	I	WD	L	WD	PLUNK ROBERT B ETUX											8-26-19 #16 ASH (3) N.V.						
11/16/1979	388	34	55,300	55,300	I	WD	L	WD	PLUNK ROBERT B ETUX RUTH L JERROLD BOMER D & ELLA LUCILLE J											12/20/2022-PROPERTY ADD CORRECTION PER MAPVIEWER PER E-911						

Property Type: 00 Residential

ASSESSOR OF PROPERTY - PROPERTY RECORD CARD



3228915

* DAMAGES *

23775



SWORN STATEMENT IN PROOF OF LOSS – PERSONAL PROPERTY

STATE OF Tennessee

COUNTY: Madison

To the Shelter Mutual Insurance Company of Columbia, Missouri

At time of loss you insured the property described in Schedule "A", according to the terms and conditions of policy number 41-73-10179681-1 and all forms, endorsements, transfers and assignments attached to it.

1. **TIME AND CAUSE:** A loss occurred between the hours of 1 - 4 o'clock a.m. M., May 26, 2022. The cause of the loss was WIND
2. **OCCUPANCY:** The building containing the insured property was occupied at the time of the loss for these purposes and no others: SHOP / STORAGE
3. **OWNERSHIP AND INTEREST:** At the time of the loss no one else had any interest in the personal property except: N/A
4. **CHANGES:** Since the policy was issued, there have been no assignments or changes in ownership, use, possession, location, or exposure to hazardous conditions of the property insured except: NONE
5. **TOTAL INSURANCE:** There was no other policy insuring the personal property except shown on Schedule "B".
6. **THE MARKET VALUE** of the personal property at the time of the loss was \$ 40,705.80 ~~545,487.64~~
7. **AMOUNT OF LOSS** is: \$ 45,828.86 ~~50,332.48~~
This is the total amount from the last column of the Schedule "C" Proof of Loss.
8. **REPRESENTATIONS:** I didn't intentionally cause the loss, nor did I directly or indirectly cause someone else to cause the loss. Neither I nor anyone with my consent or knowledge violated any policy condition. This proof of loss lists all items damaged or destroyed and I only listed items actually destroyed or damaged by the loss. All the information I supplied is accurate and complete. If I saved property, it hasn't been concealed from you. I have not tried to deceive Shelter Insurance Companies. I will give you any other information you request and it will become part of this Sworn Statement in Proof of Loss.

Shelter does not waive any of its rights by giving me this form or helping me fill it out. All the answers are mine and they are true.

WARNING: Any person who knowingly and with intent to injure, defraud, or deceive an insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete, or misleading information, commits a criminal offense that is punishable by imprisonment and/or fine. Any insurance company or agent who knowingly provides false, incomplete, or misleading information for the purpose of defrauding a policyholder or claimant in a claim settlement must be reported to the State Division of Insurance.

NANCY R. PLUNK

Injuries(3)

Subscribed and sworn to before me this

30th day of Nov, 2023
Notary Public
STATE OF TENNESSEE
NOTARY PUBLIC
ADISON COV

SCHEDULE "A" – PROPERTY INSURED

Coverage or Item Number	Amount of Insurance	Description of Property
PERSONAL PROPERTY	\$ 25,000.00	MISCELLANEOUS CONTENTS

Location of Property: 142 OLD BELLS LOOP RD JACKSON, TN 38305

SCHEDULE "B" – OTHER INSURANCE

Policy No.	Expires	Name of Company
NONE	NONE	NONE

SCHEDULE "C"
DESCRIPTION OF PERSONAL PROPERTY AND AMOUNT OF LOSS
(TO BE ATTACHED)

WARNING: Any person who knowingly and with intent to injure, defraud, or deceive an insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete, or misleading information, commits a criminal offense that is punishable by imprisonment and/or fine. Any insurance company or agent who knowingly provides false, incomplete, or misleading information for the purpose of defrauding a policyholder or claimant in a claims settlement must be reported to the State Division of Insurance.


NANCY R. PLUNK

Insured(s)

3228915

INVEST

23775



AUTHORIZATION

This authorization relates to a loss that occurred on May 26, 2022

This authorization or a copy authorizes you to furnish to

**Shelter Mutual Insurance Company
Its Employees or Representatives**

All information you may have regarding my salary, employment records, finances or installment purchases, credit or loan records, insurance records, tax records, property records, cell phone records, utility records, and police, traffic or accident reports, including personal or public records of any law enforcement agency relating to criminal arrests or convictions. I authorize you to release information that may be a consumer report under the Fair Credit Reporting Act.

This authorization applies to my past and present employers, financial and lending institutions, retail and wholesale businesses, credit agencies, law enforcement agencies, taxing agencies, utility companies, courts of record, fire marshals, insurance companies, contractors, architects, engineers, and administrative agencies.

Shelter Insurance and its representatives have permission to enter the property where the loss occurred to investigate. They can remove any item from the premises to investigate the loss. For vehicles, they have permission to move any item, part, or data for their investigation.

Everything removed to investigate and all statements I give to Shelter about the loss are the property of Shelter and can be used by the company to investigate the loss.

This authorization will be used only to investigate all aspects of the loss and any related matters.

I understand and agree that Shelter doesn't waive any policy terms by investigating the loss.

WARNING: Any person who knowingly and with intent to injure, defraud, or deceive an insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete, or misleading information, commits a criminal offense that is punishable by imprisonment and/or fine. Any insurance company or agent who knowingly provides false, incomplete, or misleading information for the purpose of defrauding a policyholder or claimant in a claim settlement must be reported to the State Division of Insurance.

 12/21/22
Date

Notarized by  3102-78-6001
Social Security Number

0104092308
Driver's License Number and State

Policyholder's Signature Date

Social Security Number

Driver's License Number and State

A copy has been received by a policyholder.

SCHEDULE "A" – PROPERTY INSURED

Coverage or Item Number	Amount of Insurance	Description of Property
BASIC FORM	\$ 50,000.00	DWELLING / OTHER STRUCTURES

Location of Property: 142 OLD BELLS LOOP JACKSON, TN 38305**SCHEDULE "B" – OTHER INSURANCE**

Policy No.	Expires	Name of Company
NONE	NONE	NONE

**PROOF OF LOSS – DWELLING/STRUCTURE
DESCRIPTION OF PROPERTY AND AMOUNT OF LOSS
(TO BE ATTACHED)**

WARNING: Any person who knowingly and with intent to injure, defraud, or deceive an insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete, or misleading information, commits a criminal offense that is punishable by imprisonment and/or fine. Any insurance company or agent who knowingly provides false, incomplete, or misleading information for the purpose of defrauding a policyholder or claimant in a claim settlement must be reported to the State Division of Insurance.

Signature(s)NANCY R. PLUNKInsured(s)



**SHELTER
INSURANCE
COMPANIES**

John Price
Material Damage Adjuster
Phone: 615-778-3975
Fax: 888-742-5671
Email: JPrice@ShelterInsurance.com

January 23, 2023

NANCY R PLUNK
550 CATFISH LN
CRUMP, TN 38327-3749

R.E: Claim Number: DW0000003228915
 Date of Loss: May 26, 2022
 Insured: Nancy R Plunk

Dear Nancy R Plunk,

We must return the Sworn Statement in Proof of Loss – Personal Property that you sent us. We are unable to accept due to the following items were missing: date of purchase or acquired, if gift (whom it was obtained from), item new or used, amount paid, market value, and cost of repair. Enclosed are additional forms, if needed.

Your policy requires a properly completed Sworn Statement in Proof of Loss before we can evaluate and consider paying this part of your claim. Please return properly completed forms in compliance with the policy provisions.

If you have any questions, please contact me.

Sincerely,

John Price
Claims Department

The State of Tennessee, Madison County
Circuit Court

Nancy Plunk

vs. Plaintiff

Shelter Mutual Insurance
Company 23388

Defendant(s)

Address

1817 W Broadway
Columbia, MO 65218

To the above named defendant (s):

You are hereby summoned and required to answer, in writing, the complaint which is herewith served upon you, and to serve a copy of same upon Dianyan Berkley, who is plaintiff's Attorney, whose address is 1255 Linnfield Road Ste 226, Memphis, TN 38117, within thirty (30) days after service of this summons upon you, exclusive of the date of service. If you fail to do so, a judgment by default will be taken against you for the relief demanded in the complaint.

Issued this 7 day of March, 2023

Gail Mooney, Clerk

By: Gail Mooney
Deputy Clerk

RETURN ON SERVICE OF SUMMONS

I hereby certify and return, that on the _____ day of _____, _____, I served this summons together with a copy of the complaint herein as follows: _____

Sheriff

Deputy Sheriff

The State of Tennessee, Madison County
Circuit Court

Nancy Plunk

vs. Plaintiff

VCE, Inc.

Defendant(s)

SUMMONS IN A CIVIL ACTION

No. C-23-54

2604 Foster Avenue
Nashville, TN 37214

Address

To the above named defendant (s):

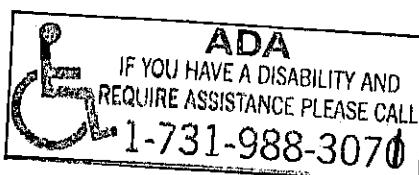
You are hereby summoned and required to answer, in writing, the complaint which is herewith served upon you, and to serve a copy of same upon Dayton Berkley, who is plaintiff's Attorney, whose address is 1255 Lynnfield Road, Ste 226, Memphis, TN 38177, within thirty (30) days after service of this summons upon you, exclusive of the date of service. If you fail to do so, a judgment by default will be taken against you for the relief demanded in the complaint.

Issued this 7 day of March, 2023

Gail Mooney, Clerk

By: Gail Mooney

Deputy Clerk



RETURN ON SERVICE OF SUMMONS

I hereby certify and return, that on the _____ day of _____, _____, I served this summons together with a copy of the complaint herein as follows: _____

Sheriff

Deputy Sheriff

The State of Tennessee, Madison County
Circuit Court

Nancy Plunk

vs. Plaintiff

Jason Pirtle

SUMMONS IN A CIVIL ACTION

No. C-123-54 DIV II

2604 Foster Avenue
Nashville, TN

Defendant(s)

Address

To the above named defendant (s):

You are hereby summoned and required to answer, in writing, the complaint which is herewith served upon you, and to serve a copy of same upon Drayton Berkley, who is plaintiff's Attorney, whose address is 1255 Lynfield Road, Ste 226, Memphis, TN 38117, within thirty (30) days after service of this summons upon you, exclusive of the date of service. If you fail to do so, a judgment by default will be taken against you for the relief demanded in the complaint.

Issued this 7 day of March, 2023

Gail Mooney, Clerk

By: John

Deputy Clerk

RETURN ON SERVICE OF SUMMONS

I hereby certify and return, that on the _____ day of _____, _____, I served this summons together with a copy of the complaint herein as follows: _____

Sheriff

Deputy Sheriff

The State of Tennessee, Madison County
Circuit Court

Nancy Plunk

vs. Plaintiff

John Price

SUMMONS IN A CIVIL ACTION

No. C-23-54

990 Elliston Way
Thompson Station, TN 37179

Defendant(s)

Address

To the above named defendant (s):

You are hereby summoned and required to answer, in writing, the complaint which is herewith served upon you, and to serve a copy of same upon Dayton Berkley, who is plaintiff's Attorney, whose address is 1255 Lynnfield Road, Ste 226, Memphis, TN 38117, within thirty (30) days after service of this summons upon you, exclusive of the date of service. If you fail to do so, a judgment by default will be taken against you for the relief demanded in the complaint.

Issued this 1 day of March, 2023

Gail Mooney, Clerk

By: J. A. Hall

Deputy Clerk

*Williamson
Co. S.C.*

RETURN ON SERVICE OF SUMMONS

I hereby certify and return, that on the _____ day of _____, _____, I served this summons together with a copy of the complaint herein as follows: _____

Sheriff

Deputy Sheriff